

NOTICE CONCERNING SOLICITATION

DTPH56-05-R-0001

“PHMSA’s Programmatic Data Collection, Analysis and IT Support Services”

1. NOTICE OF 100% 8(a) SET-ASIDE

In accordance with Section I, L.9, clause 52.219-18, entitled “Notification of Competition Limited to Eligible 8(a) Concerns (DEVIATION)”, this procurement has been set-aside 100% for 8(a) businesses.

2. LIMITATIONS ON SUBCONTRACTING

Your attention is drawn to Section I, Clause 52.219-14 entitled “Limitations on Subcontracting” which states that at least 50% of the cost of contract performance incurred for personnel shall be expended for employees of concern.

3. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) SIZE STANDARD

The North American Industry Classification System (NAICS) code for this acquisition is 541513. The small business size standard is \$21 million.

4. SUBMISSION OF PAST PERFORMANCE PROPOSAL

Your attention is drawn to RFP Section L, Paragraph L.14, Volume III, Part B, “Past Performance Questionnaire.” Offerors are required to provide completed past performance questionnaires with proposal.

5. SOLICITATION QUESTION AND ANSWERS

Your Attention is drawn to RFP Section L, paragraph L.2. All solicitation questions must be submitted by e-mail on or before 3:00PM Eastern Standard time, **March 23, 2005**.

6. DEPARTMENT OF TRANSPORTATION/SMALL BUSINESS ADMINISTRATION MOU

Your attention is drawn to RFP Section L, paragraph L.8 (e). This procurement is being processed under a Memorandum of Understanding (MOU) between the Department of Transportation and the Small Business Administration.

7. DISCUSSIONS WITH THE TECHNICAL PERSONNEL

Prospective offerors are cautioned against discussing the preparation of their proposal with the Government technical personnel. Discussions with Government technical personnel concerning any aspect of this RFP are STRICTLY FORBIDDEN.

8. SUBMISSION OF PROPOSALS

Hand carried, delivery and mailing instructions are noted in Section L, paragraph L.15. The issuing office MUST receive complete proposal no later than 3:00PM, **April 1, 2005**.

9. ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)

According to FAR Case 2002-024 - Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) will require the Vendor to complete the online provisions in (ORCA) as a part of the proposal submission process. Visit the Internet at <http://orca.bpn.gov> for further information about ORCA and how to enter your information.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)		RATING		PAGE OF PAGES 1 1			
2. CONTRACT NO.		3. SOLICITATION NUMBER DTPH56-05-R-0001		4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY DOT/PHMSA/DMA-30 400 7th Street, SW, Room 7118 Washington DC 20590-0001		CODE DMA-30		8. ADDRESS OFFER TO (If other than Item 7) Blenda J. Perez DOT / PHMSA / DMA-30 400 7th Street, SW, Room 7118 Washington, DC 20590					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1500 ET local time 04/01/2005
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Blenda Perez	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 366-4429		C. E-MAIL ADDRESS BLENDA.PEREZ@DOT.GOV
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	31	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	13
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES

The contractor is to provide support services in the form of system maintenance, application support, data analysis, entry, and data dissemination to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) in Washington, DC. The contractor will support PHMSA-wide database applications related to purchasing and other activities such as Prism, RAMIS and future applications. The contractor will also be responsible for developing an acceptable transition plan to transition from the existing contract to this contract.

The contractor must furnish all necessary labor necessary to provide the services as set forth in Section C, Statement of Work.

This procurement is restricted to 8(a) concerns under the North American Industry Classification (NAIC) system code 541513.

B.2 COST PRICE PLUS AWARD FEE (CPAF)

<u>Contract Period</u>	<u>Est. Cost</u>	<u>Base Fee</u>	<u>Award Fee Pool</u>	<u>Total Est. Cost Plus Award Fee</u>
Base Year	\$ _____	\$ _____	\$ _____	\$ _____
Option Year 1	\$ _____	\$ _____	\$ _____	\$ _____
Option Year 2	\$ _____	\$ _____	\$ _____	\$ _____
Option Year 3	\$ _____	\$ _____	\$ _____	\$ _____
Option Year 4	\$ _____	\$ _____	\$ _____	\$ _____
*Award Term 1	\$ _____	\$ _____	\$ _____	\$ _____
*Award Term 2	\$ _____	\$ _____	\$ _____	\$ _____
*Award Term 3	\$ _____	\$ _____	\$ _____	\$ _____
*Award Term 4	\$ _____	\$ _____	\$ _____	\$ _____
*Award Term 5	\$ _____	\$ _____	\$ _____	\$ _____
Total Contract	\$ _____	\$ _____	\$ _____	\$ _____

* The contractor may earn a maximum of 5 Award Term years (see Section B.4 "Award Term")

B.3 AWARD FEE

1. The amount of award fee the contractor earns, if any, is based on an evaluation by the government of the quality of the contractor's performance in accordance with **Attachment J-3, "Award Fee/Term Plan."**
2. The Government will determine the amount of the Award Fee every six (6) months beginning six (6) months after contract award. The Performance Evaluation Board (PEB) will evaluate the Contractor's performance and recommend an award fee amount to the Fee Determination Official (FDO). The FDO determines the amount of award fee to be granted to the Contractor. This determination is not subject to the "Disputes" clause 52.233-1.
3. The amount of award fee will be submitted to the Contractor via a unilateral modification. The contractor may submit a voucher for the earned award fee.
4. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the contractor prior to the beginning of the applicable evaluation period. Available award fee not earned during one period does not carry over to subsequent periods.

B.4 AWARD TERM

An award term is linked to the award fee that will be determined every 6 months after the start of the contract. The contractor can earn an award term for each contract year (Base period and 4 option years); the maximum number of award terms that can be earned is 5. The contractor will need to maintain a minimum score for each evaluation period – as evaluated and scored in the Award Fee Evaluation Plan – in order to achieve an award term. Each contract year begins a new evaluation period and opportunity to earn an award term.

If the contractor achieves an award term, the contractor can still earn the award fee. This is to ensure a continued high level of performance. If the Government determines that performance has diminished (as will be determined through the award fee evaluation process) during the award term, the government reserves the right to Stop Work and /or terminate the contract.

Although the contractor may earn the award terms for the base and options years of the contract the government reserve the right to exercise those terms. In addition if the government does not exercise an option year all subsequent award terms are null and void.

B.5 REIMBURSEMENT OF COSTS

1. Allowable Costs

For the performance of this contract, the Contractor may be reimbursed for direct and indirect costs incurred that are determined as allowable under the Federal Acquisition Regulation (FAR) Parts 31.2, 31.3, 31.6, or 31.7, as applicable, and with FAR clauses entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7) of Section I of the contract.

2. Limitations

Reimbursement of the direct and indirect costs will not exceed the contract amount, which is presently allowable and obligated under this contract, subject to FAR clause, entitled LIMITATION OF FUNDS (FAR 52.232-22) of Section I of this contract.

[END OF SECTION B]

SECTION C - STATEMENT OF WORK

“PHMSA's Programmatic Data Collection, Analysis and IT Support Services”

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1.0 BACKGROUND

The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) has a need for programmatic support services of its information technology programs. This will include support for the Hazardous Material Information System (HMIS), Pipeline Information Processing Enforcement System (PIPES), Integrated Operator Compliance System (IOCS), Online Data Entry System (ODES), PHMSA-wide financial databases, and support for PHMSA's regional and field offices. The HMIS, PIPES, IOCS, and ODES are the primary sources of national data for the Federal, state, and local government agencies responsible for the safety of hazardous materials transportation. Support of these systems includes data and database administration, statistical analysis through database manipulation, and generation of standard and specialized reports. The contractor will also be responsible for developing an acceptable transition plan to transition from the existing contract to this contract.

Due to recent legislation, the U.S. Department of Transportation (DOT) has split the Research and Special Programs Administration (RSPA) into two new agencies, the Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Research and Innovative Technology Administration (RITA). The reorganization will be completed by early March, 2005. The size and scope of the programmatic support services sought in this acquisition are comparable to that being provided under RSPA's current programmatic support contract. Current services are primarily for the support of RSPA's Office of Hazardous Materials Safety, Office of Pipeline Safety, and offices that serve a support role in the agency. These offices will remain with PHMSA.

PHMSA regulates the transportation of hazardous materials by highway, rail, air, pipeline, and water. PHMSA carries out its transportation safety responsibilities as set forth in the Federal Hazardous Materials Transportation Law and the Federal Pipeline Safety Law. Within PHMSA, the Office of Hazardous Materials Safety (OHMS) operates the Hazardous Materials Information System (HMIS) and the Office of Pipeline Safety (OPS) operates the Pipeline Information Processing Enforcement System (PIPES), Integrated Operator Compliance System (IOCS), and Online Data Entry System (ODES) to support these missions. The HMIS, PIPES, IOCS, and ODES are the primary sources of national data for the Federal, state, and local government agencies responsible for the safety of hazardous materials transportation. These systems collect and distribute information on hazardous materials spills, pipeline annual and incident reporting data, and on regulatory activities. These data management efforts are critical to providing immediate response to numerous inquiries from within PHMSA and DOT and various other Federal, state, and local government agencies; members of Congress; the news media; and the private sector. Data and database administration, statistical analysis, and the provision of standard and specialized reports are critical activities of this highly visible system.

PHMSA utilizes various legacy applications to manage its financial and procurement activities. Systems development and integration are critical activities to support these applications.

On June 10, 2003, the Department of Transportation's Chief Information Office (CIO) issued an Action Memorandum requiring RSPA to transition its requirement for Information Technology (IT) Support Services to the Department. RSPA did so. Since then, several events have occurred that have affected the consolidation effort. The DOT CIO has defined IT consolidation as a requirement for the DOT Headquarters facility. Next, recent budgetary impacts have constrained the Departmental CIO's ability to rapidly transition DOT to a consolidated infrastructure. RSPA and the DOT CIO determined that the LAN/WAN Management and Help Desk Support portion of the IT Support Services would remain part of the DOT Consolidated IT infrastructure. The split of RSPA into PHMSA and RITA does not alter this determination. (**NOTE:** Please see the "Optional Services" section of this document which describes services we may require if consolidation is not complete when this contract commences.) The programmatic activities in this Statement

of Work (SOW) as described below (Hazardous Materials Information System (HMIS), Pipeline Information Processing Enforcement System (PIPES), Online Data Entry System (ODES), and Integrated Operator Compliance System (IOCS)) and the application support activities (including financial applications such as PRISM, RAMIS, and others) are a separate requirement for which PHMSA is responsible.

2.0 SCOPE

The contractor must provide system maintenance, application support, data analysis and entry, and data dissemination for HMIS, PIPES, IOCS, and ODES databases at headquarters and the eight regional field offices. HMIS, PIPES, IOCS, and ODES are the primary sources of national data for the Federal, state, and local government agencies responsible for the safety of hazardous materials transportation. Data and database administration, statistical analysis, and the provision of standard and specialized reports are critical activities of this highly visible system. The contractor will support PHMSA-wide database applications related to purchasing and other activities such as PRISM, RAMIS, and future applications. The contractor will also be responsible for developing an acceptable transition plan to transition from the existing contract to this contract.

3.0 OBJECTIVES

The principal function of the HMIS, PIPES, IOCS, and ODES systems is to collect and distribute information on hazardous materials spills, pipeline annual and incident reporting data, and on regulatory activities. These systems are critical to the agency being able to provide immediate response to inquiries from within PHMSA and DOT and from other Federal, state, and local government agencies, members of Congress, the news media, and the private sector. Services essential to support the HMIS, PIPES, ODES, and IOCS systems as described in this SOW are to:

1. Effectively and efficiently enable PHMSA's staff to meet the agency's strategic goals and objectives;
2. Improve service through performance-based service metrics;
3. Control, monitor, and comprehend costs;
4. Gain access to optional services;
5. Access best management practices and processes;
6. Better identify user training needs and recommend solutions;
7. Accommodate variable service usage; and
8. Provide an innovative approach to accomplishing the technical support.

4.0 REQUIREMENTS

The contractor must provide onsite "Services" to support the HMIS, PIPES, IOCS, and ODES systems. These services consist of

- Database management, maintenance, data and statistical analysis, data dissemination, and processing;
- Application and systems maintenance, support, development, and integration;
- Report generation; and
- Website maintenance and development.

These core services are described below as performance-based tasks.

PHMSA will provide desks, chairs, computers, and other general office supplies for use by the contractor staff.

Support for these systems consists of the following Projects:

5.0 TASK 01: OFFICE OF HAZARDOUS MATERIALS SAFETY (OHMS)

Project 1 - Hazardous Materials Incident Report Subsystem

Project 2 - Hazardous Materials Approvals

Project 3 - Hazardous Materials Exemptions

Project 4 - Hazardous Materials Regulations

Project 5 - Hazardous Materials Inspection and Enforcement

Project 6 - Hazardous Materials Emergency Response Guidebook

Project 7 - Hazardous Materials Registration

OHMS requires skilled Project management professionals to support PHMSA in attaining the goals of the President's Management Agenda. This will include improving the "on-time and on-budget" management of systems development within OHMS. OHMS requires data entry, quality assurance, and analysis support on numerous HMIS subsystems. This support requires knowledge of DOT hazardous materials regulations to ensure quality data is entered in the Oracle databases. Contractor staff must have expertise and knowledge in critical areas such as authorized hazardous materials data, registration regulations, enforcement methods, hazmat incident consequences, commodities, and containers in order to meet performance metrics and to assist the user community and public. OHMS requires that all requests from the government, private sector, Congress, and the press be tracked in an on-line request tracking system, to be maintained by the contractor.

All OHMS applications are web-based and require expertise in the following: Oracle 8.x, 9.x, and 10.x; ASP.net, VB.net, SQL, TOAD, Crystal Reports, Identitech's FYI and MassScan, ColdFusion, DreamWeaver, and other tools. These applications operate in a Windows 2000 environment on servers operated and maintained by the Volpe National Transportation Systems Center (VNTSC) in Cambridge, Massachusetts. (NOTE: VNTSC was part of RSPA, and under the reorganization will become part of RITA. However, VNTSC will continue to provide these services to PHMSA.)

Access is furnished to remote users via a high-speed communications link between PHMSA's HQ office in Washington, D.C., and VNTSC in Cambridge, MA, with dial-in access for users located nationwide. PHMSA users and contractor staff who support the HMIS access the VNTSC-hosted systems via PHMSA's LAN. Data interchange with Excel and other formats is required.

New technology has and will continue to change the way OHMS does business. OHMS will be increasing the focus on requirements analysis, web-based application development/maintenance, and business process reengineering. OHMS requires analysis, design, and implementation of new technology and business solutions to improve the efficiency and capabilities of the organization. This will require contracting staff with expertise in software development methodology, Oracle, SQL, VB.net, ASP.net, technical writing, testing, and business engineering. OHMS requires documentation standards to be followed for system and user documentation.

Performance metrics have been established for each of the OHMS projects. Improvements in quality of work and performance as measured and reported to the COTR each month will be a critical success factor. The contractor must provide on-going monitoring, and the COTR will make adjustments to performance metrics

as new applications and technologies are implemented, such as the new Form 5800.1 which was released in January, 2005.

5.0.1 Staffing

In the past, this work was performed by the personnel listed below:

Manager	1
Data Analysis	2
Data Entry	6
System development/Integration	3
DB Design	2
Technical Writer	1
Web Support	1

The information above is for informational purposes only and does not express or intend to express PHMSA's desired or required staffing level.

Surge staffing also must be made available, with the contractor able to provide additional resources within 2-3 weeks from official tasking. This is particularly important when new applications are rolled out. For instance, the new Hazardous Materials Incident Reporting Form can be submitted in the paper form or electronically. We anticipate that eventually 90% of the forms will be submitted electronically, but it will take time for companies to adopt electronic alternatives. During the transition, additional data entry staff will be required until 50-80% of the Incident Reports are submitted electronically, via either the web or XML. Other surge requirements may be needed for documentation, requirements analysis, and web development efforts.

5.1 Project 1 – Hazardous Materials Incident Report Subsystem (HMIS)

a. Background

The Hazardous Materials Incident Report Subsystem of the HMIS was established in 1971 to fulfill the requirements of the Hazardous Materials Control Act of 1970. Part 171 of Title 49, CFR, contains the incident reporting requirements for carriers of hazardous materials. An unintentional release of hazardous materials meeting the criteria set forth in Section 171.16, 49 CFR, must be reported on DOT Form 5800.1, Hazardous Materials Incident Report. The data from the reports are subsequently entered into the HMIS database. Summary statistics from these data are compiled for several DOT publications.

Approximately 1600 incident reports are received by OHMS each month. Data integrity and quality control are vital to ensuring reports and data provided to the user community are valid. The contractor will be required to support web applications related to incident reporting, and to support the acceptance of input from data from three sources: XML, Web, and In-house.

Telephonic notification to the National Response Center (NRC) is required of significant hazardous materials incidents that occur during transportation or storage related to transportation. These notifications and similar non-transportation environmental release information are contained in a database called Telerns, which is maintained under a separate agreement with the NRC and is not covered by this contract. The daily extract file from the NRC is currently loaded into HMIS under a separate contract, but it is PHMSA's intent to transfer this latter responsibility to this contract within

one year of contract award. The data contained in the subsystem are subject to analysis and report generation, particularly as they relate to the Incident Report subsystem.

PHMSA distributes training publications through its website and an in-house application. Internet payments for publications will use a custom interface to Pay.gov, a government-wide payment clearing house, and maintenance of this publications tracking application is an important component of the support required.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

5.2 Project 2 – Hazardous Materials Approvals (OHMS)

a. Background

A management information subsystem has been developed for the hazardous materials approvals functions set forth in the Hazardous Materials Regulations (HMR), 49 CFR, Parts 100-199. The Approvals Branch of the Office of Hazardous Materials Exemptions and Approvals issues registrations and approvals to different types of manufacturers, shippers, and carriers. Information relating to these registration and approval functions is contained in the Approvals Subsystem which provides: 1) an internal information management system; 2) information for use by PHMSA and DOT in compliance-related activities; and 3) listings, for Government and public distribution, of firms which are registered or approved to perform certain functions specified in the Hazardous Materials Regulations.

Data in the subsystem includes the following approval types:

- New Explosive Classification
- Cylinder Requalification Facilities
- Drum Reconditioner Registrations
- Cigarette Lighter/Packaging Design Approvals
- Foreign Cylinder Production Data
- Shippers and Carriers of Cryogenic Liquids
- Container Manufacturers Symbol Registrations
- Cylinder Repair/Rebuild Registrations

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry

- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

5.3 Project 3 – Hazardous Materials Exemptions (OHMS)

a. Background

A management information subsystem has been developed for the hazardous materials exemptions functions set forth in the Hazardous Materials Regulations (HMR), 49 CFR, Part 107, subpart B. The Exemptions Branch of the Office of Hazardous Materials Exemptions and Approvals is responsible for issuing exemptions from specific requirements of the HMR. Information relating to these exemptions is contained in the Exemptions Subsystem which provides: 1) an internal information management system; 2) information for use by PHMSA and DOT in compliance-related activities; and 3) a listing, for Government and public distribution, of firms which are exempt from certain regulatory requirements in the Hazardous Materials Regulations.

The subsystem includes the following databases:

- Exemption summary and authorized modes of transportation
- Past and present holders of exemptions and date of expiration
- Application-specific data
- HMR affected by the exemption
- Authorized container and hazardous material data
- Exemption Application Tracking system for new and modification exemptions

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

5.4 Project 4 – Hazardous Materials Regulations (OHMS)

a. Background

The HMIS Regulations Subsystem was established to assist the OHMS in developing, reviewing, and revising the Hazardous Materials Regulations in 49 CFR and performing related regulatory functions. This subsystem contains interpretations of the regulations, the table of hazardous materials, and other regulatory information. The subsystem provides ready access to a wide variety of information used by the OHMS to plan, analyze, and evaluate its functions as a regulatory agency, thereby enhancing PHMSA's efforts to ensure the safe transportation of hazardous materials.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

5.5 Project 5 – Hazardous Materials Inspection and Enforcement (OHMS)

a. Background

The HMIS Enforcement Subsystem was established to help the Office of Hazardous Materials Enforcement monitor and increase the level of compliance with the Hazardous Materials Regulations in 49 CFR. This subsystem contains information regarding compliance inspections, enforcement activities, and related functions. It is used as a data source for planning purposes, program evaluation, and requests for information. As such, it has become a useful and productive tool in ensuring the safe transportation of hazardous materials.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

c. Estimated Travel (OHMS)

It is estimated that one (1) trip per year involving one (1) Contractor personnel to each field office will be required during the period of performance. Each trip will be for three (3) days to provide application-level training and application support to OHMS regional staff offices. Travel will be required to Trenton, New Jersey; Des Plaines (Chicago), Illinois; Ontario, California; Houston, Texas; and Atlanta, Georgia.

The cognizant Contracting Officer’s Technical Representative (COTR), with written approval from the Contracting Officer (CO), may direct additional travel over the course of the contract if program and project needs so necessitate.

5.6 Project 6 – Hazardous Materials Emergency Response Guidebook (OHMS)

a. Background

The Emergency Response Guidebook (ERG), which PHMSA provides to state and local emergency response personnel, contains guidance about responding to the early stages of a hazardous materials transportation incident. Transport Canada, PHMSA, and the Secretariat of Communications and Transport of Mexico prepare this publication. PHMSA has final authority and responsibility for the content of the ERG.

Current information on these topics is maintained in a database, which is periodically updated. The contractor must maintain the ERG database for continuity; assist PHMSA and its partners in preparing, developing, reviewing, and editing the ERG; and produce camera-ready copy of the text and data pages from submitted text, word-processing, or database files. This effort requires specific expertise with graphic layout and desktop publishing software. In addition, support is required to maintain, edit, and prepare this information for triennial publication of the ERG in three languages: English, Spanish and French. The next edition of the ERG is scheduled for publication during March-April 2007.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled "Core Services Areas."

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

5.7 Project 7 – Hazardous Materials Registration (OHMS)

a. Background

Businesses / persons engaged in the transportation of hazardous materials have been required to submit an annual registration statement and pay a fee since 1992. The information collected under the program includes the name and principal address of the registrant, the hazardous materials activities in which the registrant is engaged, and the states in which those activities are performed. The Hazardous Materials Emergency Preparedness (HMEP) Grant Program distributes these fees as grants to emergency responders and to Local Emergency Planning Committees (LEPCs) for hazmat training and planning. Grant applications are tracked in the Grant Automated Document, Information, and Control System (GADICS).

The Registration system consists of web-based applications and Oracle tables that support processing of online forms and payments for approximately 40,000 companies. The data is entered in via a web interface and SQL and TOAD are used to manipulate the data to generate canned and ad-hoc reports, process questions and answers, and other activities. Internet Registration payments will use a custom interface to Pay.gov, a government-wide payment clearing house, and maintenance of this interface is an important component of the support required.

The Hazardous Materials Registration program's peak processing occurs each year from May through August. Contractor personnel operating the information desk must have excellent customer

services skills and must have expert knowledge of the Hazardous Materials regulations in 49 CFR §107.601 through 107.620. The information desk staff must help the public in registration information and responding to questions.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- System Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

6.0 TASK 02: OFFICE OF PIPELINE SAFETY (OPS)

Project 8 - Pipeline Accident, Incident and Safety Related Conditions Reports, Operators’ Annual Reports, and Telephonic Notifications

Project 9 - Assessment of User Fee

Project 10 - Pipeline Safety Inspection and Enforcement

The OPS Projects (Projects 8 – 10) are Oracle-based in a Windows 2000 environment and are located at PHMSA Headquarters. OPS’s requirement is for system design, data entry, data dissemination, and analysis. OPS maintains a web-based electronic data entry system for pipeline operators to enter incident and annual reports, known as the Online Data Entry System (ODES), which uses Oracle and Cold fusion software. Linkage of ODES to the Pipeline Information Processing Enforcement System (PIPES) and support for data migration across the systems is required. Both ODES and PIPES are in Oracle. Visual Basic, Powerbuilder, Crystal Reports, and other front-end tools are also used. Data interchange with Excel and other formats is required. Access is furnished to remote users via a high-speed communications link between PHMSA HQ and OPS Regional offices, with modem dial-up to telecommuters and work-at-home employees and with dial-in RAS (Remote Access Server) access for users located nationwide. PHMSA headquarters users and Contractor staffs that support the Hazardous Materials Information System (HMIS) or the PIPES systems are given access to the communications network via a local area network (LAN). The Contractor must also assist OPS in each of Projects 8 - 10 with posting information on OPS’s Internet Home Page relevant to each project.

6.0.1 Staffing

In the past, this work was performed by the personnel listed below:

Manager	1
Data Analysis	3
Data Entry	2
System Development/Integration	3
Program Specialist	2
DBA Manager	1

The information above is for informational purposes only and does not express or intend to express PHMSA's desired or required staffing level.

6.1 Project 8 - Pipeline Accident, Incident and Safety Related Condition Reports, Operators' Annual Reports, and Telephonic Notifications

a. Background

As specified by the Code of Federal Regulations (CFR), Title 49, Sections 191.5 - 191.25, natural gas pipeline operators must make written notification of certain incidents and safety-related conditions and prepare annual reports. Liquid pipeline operators are required to submit written notification of certain accidents and safety-related conditions as specified in Sections 195.50 - 195.62. Written reports are submitted to the Information Resources Manager, Office of Pipeline Safety, and are entered into the PIPES database. These reports have been filed since 1968 for liquid operators and since 1970 for natural gas operators.

The forms are:

- Liquid Pipeline Accident Report (DOT Form 7000-1): Filed by liquid pipeline operators;
- Liquid Pipeline Annual Report (DOT Form 7000-1.1): Filed by liquid pipeline operators (commencing 2005 for CY 2004);
- Gas Distribution System - Incident Report (Form 7100.1): Filed by natural gas distribution system operators;
- Gas Distribution System Annual Report (Form 7100.1-1): Filed by natural gas distribution system operators by March 15 each year for the preceding calendar year;
- Gas Transmission and Gathering Systems - Incident Report (Form 7100.2): Filed by natural gas transmission and/or gathering system operators;
- Gas Transmission and Gathering System Annual Report (Form 7100.2-1): Filed by natural gas transmission and/or gathering systems operators by March 15 each year for the preceding calendar year.

Contractor support for this Project is as follows:

- Ensure that OPS personnel have access to the Oracle data repository via personal computers via PHMSA LAN and via RAS dial-up to the PHMSA LAN for them to prepare reports on a regular basis.
- Provide technical assistance and training to aid OPS in analyzing the data, querying the database, and preparing reports.
- Provide support for the existing "Online Data Entry System" (ODES), the electronic incident and annual report filing system that OPS provides for industry online reporting.
- Provide support if OPS needs occasional survey data collections.
- Maintain the 5-digit OPS operator pin number system (OPID) for operators to access the ODES Database
- Coordinate OPID changes in all Oracle Databases to ensure data is accurate and up-to-date.
- Verify OPID data to update company changes.

The Telephonic Subsystem (a subsystem of PIPES) contains telephonic notices of significant incidents. Criteria for telephonic reporting are in the pipeline safety regulations (49 CFR 191.5, 191.3, 195.52, 195.50). Reports are made to the U.S. Coast Guard's (USCG) National Response Center. Data entry for the Telephonic Subsystem is not covered under this requirement; however, the data contained in the subsystem are used for analysis and report generation, particularly as the

data relates to the PIPES Incident Report subsystem. The contractor must also maintain the web-based user interface to the system.

See the OPS Home Page at <http://ops.dot.gov> to obtain copies of forms (under Online Library, Forms section). See the OPS Home Page for frequency of reporting information (pipeline operator annual reports and incident reports sections of the Online Library and statistics sections under the Pipeline Statistics link).

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- Systems Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

6.2 Project 9 - Assessment of User Fee

a. Background

Pursuant to 49 USC 60301, OPS assesses and collects annual fees from the pipeline industry to fund the cost of the pipeline safety programs. This program imposes fees on the operators of gas transmission pipelines, liquefied natural gas facilities, and hazardous liquid pipelines. The pipeline safety user fee assessments are based on mileage information contained in the pipeline reports (Project 8) and records necessary for the assessment, collection, and recording of the user fee program are maintained as part of the Pipeline Inspection Processing and Enforcement System (PIPES). PIPES is a tool used to supply data on an operator’s pipeline system and is used to monitor compliance.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Data Analysis
- Data Entry
- Data Dissemination
- Systems Development and Integration
- Database Design and Management
- Website Development and Maintenance
- Application Support Services
- Documentation and Training

6.3 Project 10 - Pipeline Safety Inspection and Enforcement

a. Background

The OPS Integrated Operator Compliance System, known as "IOCS" and the Enforcement subsystem of PIPES assist the Office of Pipeline Safety in monitoring and increasing the level of compliance with OPS regulations. IOCS and the Enforcement subsystem contain information regarding compliance inspections, enforcement activities, and related functions. They are used as data sources for planning purposes, program evaluation, and requests for information. They have become useful and productive tools to ensure the safe transportation of gas and liquids through pipelines.

IOCS and the Enforcement subsystem are Oracle-based applications that rely on Crystal Reports, Powerbuilder, Visual Basic, and other Oracle support add-on tools. Access is provided through personal computers, typically through client-server application for IOCS from Regional locations accessing the Oracle-based OPS HQ central repository. Remote users access via modem and communications software, and appropriate connectivity to the PHMSA LAN is necessary for OPS personnel to prepare reports on a regular basis. The Contractor must also provide technical assistance and training to aid in analyzing the data and preparing reports.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled "Core Services Areas."

Data Analysis
Data Dissemination
Systems Development and Integration
Database Design and Management
Website Development and Maintenance
Application Support Services
Documentation and Training

c. Estimated Travel (OPS)

It is estimated that one (1) contractor employee will have to travel once each year to each OPS regional field office to provide training and office automation support. Each trip will be one (1) to three (3) days in duration. Travel will be required to Denver (Lakewood), Colorado; Houston, Texas; Atlanta, Georgia; Kansas City, Missouri; and Trenton, New Jersey. Occasional travel to other field locations such as Anchorage, AK; Baton Rouge, LA; or other locations, may be necessary.

In addition, it is estimated that one (1) trip per year for one (1) day, involving one (1) Contractor employee, will be required to provide PIPES system enhancement support services. Travel for this will be to the Volpe National Transportation Systems Center (VNTSC) located in Cambridge (Boston), Massachusetts.

Depending on program and project needs, additional travel may be required over the course of the contract. Any such travel will be at the direction of the cognizant COTR, with written approval from the CO.

7.0 TASK 03: FINANCIAL SYSTEMS; Office of Management and Administration (DMA)

a. Background

PHMSA will utilize various legacy applications to manage its financial and procurement activities. Included in this suite are:

- PRISM – (COTS, Oracle) Prism is a web-based application that streamlines the federal procurement process. It is used throughout the Department of Transportation. There are approximately 100 users of the PRISM system.
- RAMIS – (FoxPro) RAMIS is a Windows-based budget system application which generates appropriation codes for distribution and tracking. RAMIS interfaces with Delphi financial systems.
- Control – (FoxPro) Requisition Approval against specific budgets.

PHMSA is in the process of replacing RAMIS and CONTROL. The replacement should be complete by June 2005. The replacement will be a web-based application with an Oracle backend.

b. Support Requirements

This project requires the following technical assistance. Detailed descriptions are located in the section of this document entitled “Core Services Areas.”

- Systems Development and Integration
- Application Support Services
- Documentation and Training

7.0.1 Staffing

In the past, this work was performed by the personnel listed below:

Database Administrator (DBA)	1
System Development/Integration	1
Training	0

The information above is for informational purposes only and does not express or intend to express PHMSA’s desired or required staffing level.

8.0 CORE SERVICES AREAS

This section describes more fully the core services identified under Tasks 1-3.

8.1 Data Analysis

The contractor must provide technical assistance, consulting, and training to aid in the analysis and preparation of reports based on the HMIS and PIPES data to include:

- Analysis and production of statistical summaries for incorporation into agency-prepared reports.
- Process requests for information from the subsystem as determined by the COTR.
- Track requests for information to assure timely completion.
- Provide assistance in the analysis of the various data, and determine the type of data required for a particular analysis or study.
- Provide assistance in packaging analytical results in a graphical format including charts, graphs, etc.

All requests for data analyses are to be completed in sufficient detail and within the scheduled time frame.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
The analytical studies/Ad hoc special reports	Complete study on time	High On Time Normal On Time Low 2 Days Late	99.8% of schedule 95% 90%	Reports/Log

8.2 Data Entry

The Contractor must provide support to include:

- Populate PHMSA databases as instructed by COTR.
- Data processing.
- Develop and maintain new applications needed to process data.
- Document Management and workflow.
- Scan new requests for agency services and information, historical files, and archive to electronic media.
- Maintain, develop, and implement Document Management Workflow systems.
- Validate data received for discrepancies or inconsistencies and resolve discrepancies and errors encountered. This support may include contacting the regulated community (surface transportation and pipeline industry), persons conducting external or internal inquiries (the general public), other agencies or Federal entities (government agents), or other persons to verify submitted information or to collect other data on behalf of PHMSA. This relates also to the management of pipeline operator identification numbers (OPIDs) as referenced in Project 8a.

All required data entry is completed accurately within the scheduled time frame.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Database population	The accurate, timely entry of data into databases	High Within 1 hour Normal Within 5 days Low Within 7 days	99.8% 95% 90%	Reports/Logs
Database population Project 3 (Exemptions)	The accurate, timely entry of data into databases	High Within 1 hour Normal Within 2 days Low Within 5 days	99.8% 95% 90%	Reports/Logs
Database population Project 8 (OPID)	The accurate, timely entry of data into databases.	High Within 1 hour Normal Within 3 days Low Within 5 days	99.8% 99.8% 99.8%	Reports/Logs
Data Quality Assurance	Adhere to requirements of PHMSA Data Quality Guidelines	High Within 1 hour Normal Within 5 days Low Within 10 days	99.8% 95% 90%	Reports/Logs

8.3 Data Dissemination

The Contractor must provide support to include generation of recurring and *ad-hoc* reports, graphs, charts, labels, briefings, web postings, white papers, or other documents as required. The cognizant COTR will determine the nature of the request and the time frame for processing. Requests for information from the described database systems must be processed according to the following schedule, unless the COTR indicates otherwise:

1. Requests made under the Freedom of Information Act (FOIA) and other priority requests identified by the COTR must be completed within two (2) working days of receipt and in accordance with applicable FOIA procedures.
2. Requests originating within DOT must be completed within two (2) working days of receipt.
3. Requests made by non-DOT users must be completed within ten (10) working days of receipt.
4. All requests must be logged within one working day of receipt and tracked through completion. The automated tracking system must include sufficient detail to meet the record keeping requirements of the Privacy Act.
5. Prepare hard copy reports, graphical presentations, detailed statistical summaries, ad-hoc reports, briefing papers, fact sheets, brochures, and other similar material as directed by the COTR.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Database products	Generation of reports, graphs, etc.	High Within 2 hours Normal 2 business days Low 5 business days	99.8% 95% 90%	Reports/Logs

8.4 System Development and Integration

The contractor must provide life-cycle systems development and integration to current and future PHMSA supported and developed applications and databases. There are currently approximately 20 different database applications (Oracle, FoxPro, Paradox, FileMaker Pro, Access, etc.) that support mission critical needs. The availability of these applications is critical to the agency's mission. These diverse database applications are being migrated into one common database system that eliminates stovepipe communications and enables Internet accessibility to agency employees, stakeholders, industry, and the public where appropriate. The standard services that must be provided include:

8.4.1. Applications development and implementation

- Requirements analysis;
- Systems design;
- Systems testing;
- Development of a security plan for each new critical application system;
- Documentation of each application system;
- Requirements document;
- Systems Manual;
- User documentation;
- Test plans and test reports;
- Assistance with meeting agency requirements for the President's Management Agenda, the Government Paperwork Elimination Act, Privacy Act, the Government Information Security

Reform Act, and the Federal Enterprise Architecture Business Reference Model Security plan, and OMB Section 518, Data Quality Guidelines;

- Training for users;
- Security awareness training for users of sensitive systems;
- Support for user acceptance testing.

8.4.2 Implementation and integration of the existing applications environment

- Deploy application software;
- Insure hardware and software compatibility;
- Insure operational integrity and security.

8.4.3 Post implementation maintenance support

- Enhancements to existing applications system;
- Updated documentation for enhanced systems;
- Migration of applications systems to new environments, if necessary;
- Re-certification of critical systems;
- Supporting Network operations;
- Evaluating new products (hardware/software/services) and providing recommendations about products to enhance system/application performance and customer productivity.
- Reports delivered during the reporting period according to milestones set in development timetables.

The contractor must consistently meet or exceed the following service level requirements.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
System Development	Systems deployed on schedule according to milestones	High On Time Normal Meets milestone or schedule	99.8% 95%	Reports/Logs

NOTE: Government-Owned Source Code

Government-owned source code and data that become available to the contractor while performing this contract, is restricted to the uses necessary to ensure proper functioning of systems and must not be disclosed or used for any other purpose without the prior written permission of the Contracting Officer. These restrictions do not apply to material the agency has published that is in the public domain, or material the contractor legally obtained about the agency's applications systems independent of the government.

The contractor must use all means available to provide security for the government-owned source code and data. The contractor must perform periodic backups of all computer data that supports the PHMSA applications environment.

8.5 Database Design and Management

The contractor must support the database management requirements for existing systems including:

- Maintaining, planning, developing, consolidating, managing and administering, and enhancing database applications in SQL, Access, Oracle, Paradox, FoxPro, System S1032, and other applications as needed;
- Analyzing database requirements;
- Designing/redesigning database structures;
- Implementing new/redesigned database structures;
- Integrating database structures with PHMSA's system architecture;
- Testing and debugging database structures;
- Documenting databases;
- Establishing backup and recovery procedures for PHMSA databases;
- Implementing data access and security controls commensurate with system requirements.

Post-implementation support:

- Maintaining database structures and applications in Oracle, System 1032, or other database systems as needed;
- Executing recovery procedures in the event of data loss;
- Modifying existing database structures and database organizations/reinitializations, if necessary;
- Integrating databases with new applications, e.g., web pages;
- Integrating new databases distributed over the WAN;
- Implementing new data management techniques, e.g., monitoring;
- Updating documentation for any data-based modifications; and
- Supporting the PHMSA Network operations.

The contractor must consistently meet or exceed the following service level requirements.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Systems Design	Systems deployed on schedule according to milestones	High On Time Normal Meets milestone or schedule	99.8% 95%	Reports/Logs

8.6 Website Development and Maintenance

The contractor must support life-cycle website management for the OHMS and OPS websites. These websites provide key program information and data. The current websites utilize standard HTML with minimal database integration. PHMSA is currently developing a portal to standardize the interfaces between the websites and is planning to redesign all websites to include complete database integration, streaming video/audio, dynamic updates, etc. The standard Website Development services that must be provided include:

- Maintaining and developing Internet/Intranet;
- Administering web page resources;
- Planning and enhancing the PHMSA Portal;
- Integrating web technology with application software and databases;
- Maintaining and enhancing existing web pages;
- Developing, testing, and deploying new web pages/sites;
- Conducting analysis and generating reports on website usage;
- Supporting PHMSA Network operations

The contractor must consistently meet or exceed the following service level requirements.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Posting website updates	Availability of new material on website	High Within 2 hours Normal Within 2 business days Low On scheduled update	99.8% 95% 90%	Reports/Logs
Website design and development	New web pages designed, developed and deployed on schedule according to milestones	High On time Normal Meets milestone or schedule	99.8% 95%	Reports/Logs

8.7 Application Support Services

The contractor must provide application level support for the mission critical systems and applications identified in this SOW. The standard Application Support Services that must be provided include:

- Responding to application support/trouble calls;
- Resolving application trouble/support calls;
- Tracking trouble/support calls;
- Coordinating with the PHMSA Help Desk for access to desktop computers;
- Moves, Additions, Changes to keep applications and databases patched and up to date.

The contractor must consistently meet or exceed the following service level requirements.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Database and Applications Support	Availability	High 24 x 7 Normal M - F 6:30 am – 6:30 pm w/ on call support	95% 90%	Reports/Logs Reports/Logs

8.8 Documentation and Training

The contractor will have to provide documentation and training support for PHMSA's 600 internal and numerous external users of legacy systems (PIPES, IOCS, ODES, HMIS, PRISM, RAMIS, etc). The contractor will develop and maintain system life-cycle documentation and training documents, and conduct both formal and informal one-on-one and classroom-style training for PHMSA personnel. Documentation and training will consist of user documentation for using PC's, MS Office, accessing the agency's Intranet and the Internet, and legacy applications. In addition, the contractor will be responsible for documenting IT policies and procedures and other areas as directed by the COTR.

Training will consist of self-paced training (paper manuals, CD-ROM, etc) and training seminars, when necessary. Travel may be needed, as determined by the COTR.

The activities described in this task are considered to be long-term projects that will be executed throughout the term of the contract. The level of support required under this task includes:

- Developing and maintaining system life-cycle documentation for the database applications identified in this SOW;
- Developing and maintaining user guides, quick tips, and brochures;

- Developing training materials and documentation;
- Providing informal brown-bag training sessions on the use of database applications, including Microsoft Office; and
- Providing formal class room structured training for PHMSA staff and stakeholders.

Training and documentation services are to be completed in sufficient detail and within the scheduled time frame.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Documentation and Training services	Complete documentation on time	High On Time Normal On Time Low 2 Days Late	99.8% of schedule 95% 90%	Reports/Log
Training Services	Customer Services and Satisfaction	High Rated on the scale of 1-4, w/ 4 being the highest) Normal Rated on the scale of 1-4, w/ 4 being the highest) Low Rated on the scale of 1-4, w/ 4 being the highest	90% 85% 80%	Surveys/Logs Surveys/Logs Surveys/Logs

9.0 OPTIONAL SERVICES

The Contracting Officer (CO) may need to request optional services at any time throughout the duration of the contract. If circumstances, such as a delay or interruption in the DOT IT Consolidation, necessitate optional services, the CO will make the request in writing.

PHMSA is requesting pricing and technical proposals for optional service to provide LAN/WAN and Help Desk support services to its headquarters and eight regional field offices as part of a contingency plan if the DOT IT Consolidation initiative is affected due to unforeseen scheduling, budgetary, or other impacts, and the CIO is unable to provide these services. PHMSA is requesting that the vendor provide a separate cost estimate and separate technical proposal for the support services listed below. The cost estimate should address both monthly and annual costs. In addition, the cost estimates are to be segregated into the following categories of optional services:

- 1) LAN (See Section 9.1)
- 2) WAN (See Section 9.2)
- 3) Network Management (See Section 9.3)
- 4) IT Security (See Section 9.4)
- 5) Disaster Recovery/Network Operations Center (See Section 9.5)
- 6) Help Desk (See Section 9.6)
- 7) Backup and Recovery (See Section 9.7)

PHMSA has an enterprise-wide local area and wide area network (LAN/WAN) infrastructure for integrated data and voice-video communication transmission in and between its headquarters and eight regional offices. The network communication resources are multiple Ethernet-based LANs interconnected via a wide area network of dispersed routers, switches and other network devices that are protected by fire-walls and intrusion detection systems (IDS) at the network and host level. The PHMSA network is comprised of approximately 600-networked machines, which must be available 24 hours a day, 7 days a week.

The contractor must provide 24 hour support, 7 days a week (staff are required to be on-site during the hours of 6:30 am – 6:30 pm Monday - Friday) for PHMSA's LAN/WAN network infrastructure, including but not limited to, services, equipment, and tools related to network, email, and systems management. The services include configuration management, security controls, performance monitoring, user accounting, and fault tolerance management functions. These functions encompass all shared communications devices including, but not limited to, routers, hubs, switches, firewalls, servers, printers, modem pools, VPN services, and associated cable plants.

The contractor must provide systems support for the LAN/WAN data communications and operational support for the Network Operations Center (NOC) and the Disaster Recovery (DR) Sites. The contractor must provide support on Federal workdays, as well as for emergency situations that occur after work hours, on weekends, and/or holidays. Most of the work will be performed at PHMSA headquarters facility in Washington, DC, but occasional travel will be required to support activities in PHMSA's regional and field offices and DR sites.

The contractor must also provide Help Desk services for all headquarters customers (approximately 300) and each regional/field office (ranges from 5 – 40 per office). Desktop hardware consists of approximately 500 desktop personal computers (PCs) and 250 laptop computers (most with docking stations). Supported desktop software includes Windows 95/98, Windows NT/2000, XP, WordPerfect, Microsoft Office, anti-virus software, BlackBerry, MetaMessage, Citrix, Internet Explorer and associated plug-ins. Client access to several Department-wide applications is also provided through desktop services.

Finally, the contractor must be able to provide related technical services for other PHMSA information technology initiatives, as directed by the COTR.

The specific services that may be required as optional services via contract modification are as follows:

9.0.1 Staffing

In the past, this work was performed by the personnel listed below:

Network Engineers	3
Security Engineer	1
Help Desk Manager	1
Help Desk Personnel	6

The information above is for informational purposes only and does not express or intend to express PHMSA's desired or required staffing level.

9.1 LAN Services

- LAN administration and operations.
- Core closet, server, and desktop maintenance for warranty and post warranty.

- Asset management of desktop, printer/scanner, server, and closet devices.
- Hardware and software configuration of desktop and printer/scanner devices.
- Hardware configuration of server and closet core devices.
- Installations, Moves, Adds, and Changes of desktop, printer/scanner, server, firewalls, IDS and closet devices firewalls and IDS sensors.
- Network monitoring.
- Monthly Service level reporting.
- Modernizing and refreshing LAN equipment.
- Providing customers with an identified point of contact for any and all help desk services.
- Providing customers with an immediate means of reporting and explaining problems by establishing a direct voice link and data (e-mail and/or web access) capability to specific help desk personnel.
- Identifying trends in customer problems so systemic solutions can be put in place.
- Providing reports (at least monthly) to PHMSA on issues and concerns to be addressed, identified trends, and recommended actions, help desk call activity and other activities of help desk personnel.
- Technical services, such as operating system planning and configuration, tuning, capacity and performance management, and quality assurance.
- Conducting routine maintenance as required on network HW/SW.
- Providing IT security consultation, mitigation, and Incident Response Planning and Execution.
- Conducting system backups.
- Maintaining servers and desktop equipment.
- Providing LAN connection to remote users.
- Keeping assets under configuration management control.
- Developing and executing standard operating procedures.
- Responding to requests for daily service.
- Creating bi-weekly or monthly activity reports as requested.
- Evaluating new products (hardware/software/services) and providing recommending products to enhance LAN performance and customer productivity.
- Maintaining, monitoring, enhancing, and testing IDS, firewalls and other security tools.

9.2 WAN Services

In addition to the services described in Section 9.1, the contractor must provide for the following:

- Wide Area Network (WAN), including router-to-router, LAN-to-LAN, and workstation to remote server/host connections.
- WAN Administration and operations.
- Design, implement, and/or document network cable plant, including broadband/CATV, wireless, optical, and/or other physical layer specifications.
- Base-band or broadband packet switching networks, including X.25, T3/T1 (or fractions thereof), frame relay, SMDS, ATM, and SONET using circuit-switched, cell-switched, line of sight, beyond line of sight, and/or satellite transmissions.
- Data communications gateways, including asynchronous modems/CSU/DSU, synchronous modems/CSU/DSU, SNA/SDLC, and other interfaces to remote hosts.
- Traffic routing, bridging, and/or store-and-forward strategy planning and implementation.
- Internet and/or wide area network connectivity.
- Protocol processing, packet throughput, link status monitoring, troubleshooting and repair.
- Mobile and/or non-mobile data communications devices and/or networks.

9.3 Network Management Systems Support/Services

- Ensuring network availability/uptime of 99.5%.

- Providing Network Management server and system management and administration.
- Providing daily health check of the network and core infrastructure devices analyzing and interpreting significant and nominal reports and alarms.
- Reporting network status and statistics in the form and format as directed by the Contracting Officer's Technical Representative.
- Performance and operational threshold monitoring tuning, and overall network management of LAN, WAN, desktop video, and remote host connectivity.
- Responding to WAN problems and outage situations in a timely manner and pass LAN/Server related problems and information to the Helpdesk in a timely manner.
- SNMP complaint remote network management.
- Developing automated network management procedures that can rapidly respond to network fault conditions.
- Management query and reporting of current and historic network performance.
- Conducting a simulation of network operations, fault conditions, and recommending changes based on the results of the simulation.

9.4 IT Security Services

- Working directly with the ISSO;
- Analyzing IDS and Firewall logs daily for suspicious or malicious activity;
- Designing, developing, implementing, and maintaining standard security configurations, builds, and procedures for the LAN/WAN and connected computers and peripherals. This includes, but is not limited to, enabled system services and ports; resources level permissions; patch levels; user access and authentication; anti-virus; encryption; remote access; email; Internet; vulnerability scanning; audit trails; and switches, routers and IDS.
- Lifecycle IT security support;
- Providing incident response planning, mitigation, and response services;
- Developing and maintaining IT security documentation for all systems;
- Developing, maintaining, monitoring and implementing IT security (physical and logical) controls on the PHMSA LAN/WAN;
- Developing lifecycle documentation for Certification and Accreditation of systems;
- Conducting vulnerability and discovery scans of LAN/WAN and computer systems, developing plan of action and milestones, and mitigating identified vulnerabilities;
- Developing and maintaining configuration management and patch management plans and procedures;
- Developing monthly security awareness training fliers/pamphlets to be disseminated to PHMSA;
- Working with System Owners to develop security controls and documentation for custom and COTS software and database application packages;
- Conducting risk assessments and developing test plans for new or enhanced systems and applications;
- Recommending new or enhanced security technologies and controls.

9.5 PHMSA Disaster Recovery/Network Operations Center Support Services

9.5.1 Background

PHMSA has two Disaster Recovery sites co-located with the Department within fifty (50) miles of the Nassif building (location of PHMSA HQ) that provide redundant access to PHMSA's mission critical communication tools and systems and one site located several hundred miles away on the East Coast. These sites provide direct support to PHMSA HQ employees, regional field staff, and PHMSA's emergency operations programs. The main purpose of the DR/NOC sites is to provide the

necessary emergency and back-up communications vehicle in the event the Nassif Building's network is unavailable. PHMSA also has up to 10 desktop computers located at the two local DR sites which are connected to the back-up network. The desktop computers are used by PHMSA's emergency operations staff during exercises and actual crisis events.

The local DR sites require on-site contractor staff on a 24 X 7 rotational basis during periods of activation and routine exercises. The DR site will activate based on the Homeland Security Threat levels.

9.5.2 Estimated Travel

Contractor staff supporting the DR/NOC will be required to travel (locally) to the sites once per month to conduct routine maintenance and support.

9.6 Help Desk Services

- Resolving customer issues in a responsive, professional manner.
- Working collaboratively with the IT team to refresh desktop hardware and software (e.g., installing upgrades to MS Office software and loading software patches to ensure security deficiencies identified by manufacturers are repaired).
- Processing requests for moves, upgrades, changes, software installation, etc.
- Following security requirements as requested by the COTR, IT staff, or Security Officer.
- Keeping assets under configuration control and, to the extent feasible, pushing technology to the desktop through the server.
- Maintaining an automated Help Desk activity log.
- Assisting staff during core business hours.
- Developing, planning, and implementing programs to assist PHMSA during emergency and critical times during non-core hours.

9.6.1 PROJECT TRENDS

The table below presents three usage scenarios for PHMSA's utilization of LAN and Help Desk Services. The first estimate, labeled "Best Estimate," represents PHMSA's most realistic projection of service requirements based on a combination of past trends, known application requirements, and overall business direction. A "Low Estimate" and "High Estimate" forecast are also provided to represent the potential variability in the actual services required over the term of the agreement. These scenarios do not commit PHMSA to purchase a given level of service.

Desktop/Laptop Devices

Services	Base Year		
Best Estimate	600	** PHMSA expects a 5% yearly growth.	
Low Estimate	575		
High Estimate	650		

Networked Printer/Scanner Devices

Services	Base Year		
Best Estimate	75	** PHMSA expects a 5% yearly growth.	
Low Estimate	70		

High Estimate	100		
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Server Devices

Services	Base Year		
Best Estimate	30	** PHMSA expects a 5% yearly growth.	
Low Estimate	28		
High Estimate	50		

Help Desk Calls

Help desk calls are defined as calls initiated by the user to the level one agent. Follow-up calls or escalations are not included. Estimate is based on annual call volume.

Services	Base Year		
Best Estimate	4,300	** PHMSA expects a 5% yearly growth.	
Low Estimate	4,000		
High Estimate	4,500		

The contractor must provide 24-hour support 7 days a week (staff are required to be on-site during the hours of 6:30 am – 6:30 pm Monday – Friday) to operate and maintain the PHMSA Help Desk. Help Desk service includes, but is not limited to, help desk support; trouble/ticket support; installation of new hardware/software, patches, service packs, hot fixes, and firmware; office automation; testing and validation of software releases; IT security mitigation and incident response and hardware and software asset management. The contractor must provide responsive and high quality on-site Help Desk support for workstations, software, and network devices on the PHMSA IT infrastructure.

The contractor must consistently meet or exceed the following service level requirements.

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
Network	Network Availability	High Mon – Sun except for 12 hours scheduled planned maintenance/month	99.80%	Reports/Logs
		Normal Mon – Sat	99.00%	Reports/Logs
		Low Mon – Fri	98.00%	Reports/Logs
Network	Maintenance/ Configuration of network (LAN/ WAN) devices, including security tools	High Mon – Sun except for 12 hours scheduled planned maintenance/ month	99.80%	Reports/Logs
		Normal Mon – Sat	99.00%	Reports/Logs
		Low Mon – Fri	98.00%	Reports/Logs

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
		Mon – Fri		
Help Desk	Staffing/Response	High On-site as needed Normal Mon – Fri 6:00 am – 6:30 pm	99.80% 99.00%	Reports/Logs Reports/Logs
All	Customer Service and responsiveness	High Rated on the scale of 1-4, w/ 4 being the highest) Normal Rated on the scale of 1-4, w/ 4 being the highest) Low Rated on the scale of 1-4, w/ 4 being the highest	90% 85% 80%	Surveys/Logs Surveys/Logs Surveys/Logs
All	Incident Handling/Response/Mitigation	High 1 hour Normal 2 hours Low 4 hours	99.5% 99.5% 99.5%	Reports/Logs Reports/Logs Reports/Logs
Network, Help Desk, and Application Development	Resolved issues do not reoccur	High Rated on the scale of 1-4, w/ 4 being the highest Normal Rated on the scale of 1-4, w/ 4 being the highest Low Rated on the scale of 1-4, w/ 4 being the highest	85% 75% 65%	Surveys/Logs Surveys/Logs Surveys/Logs
All	Support calls responded to quickly	High Rated on the scale of 1-4, w/ 4 being the highest Normal Rated on the scale of 1-4, w/ 4 being the highest Low Rated on the scale of 1-4, w/ 4 being the highest	90% 85% 80%	Surveys/Logs Surveys/Logs Surveys/Logs
All	Support calls are resolved by first level technicians	High Rated on the scale of 1-4, w/ 4 being the highest Normal Rated on the scale of 1-4, w/ 4 being the highest Low Rated on the scale of 1-4, w/ 4 being the highest	90% 85% 80%	Surveys/Logs Surveys/Logs Surveys/Logs

Service	Standard	Priority	Acceptable Quality Level	Monitoring Method
		highest		
Network and Help Desk	Installation of new computers and peripherals	High Within 2 hours	95%	Reports/Logs
		Normal Within 3 hours	90%	Reports/Logs
		Low Within 2 business days	70%	Reports/Logs
Database Applications	Availability	High 24 x 7	95%	Reports/Logs
		Normal M - F 6:30 am – 6:30 pm w/ on call support	90%	Reports/Logs

9.7 Backup and Recovery

The following PHMSA backup and recovery requirements are in effect for all servers and apply to all service levels.

Server Device Computing Services - Backup Schedule			
Type of Backup	Backup Frequency	Storage Site	Retention Period
Incremental	Daily	On-Site	30 days
Full (Backup)	Weekly	Off-Site	1 year
Full (Archive)	Monthly	Off-Site	3 years

Server Device Computing Services - Recovery Goals	
Age of Data	Time to Restored
1 month or less	1 business day
6 months or less	3 business days
More than 6 months	5 business days

10.0 ASSET REQUIREMENTS

PHMSA will retain ownership of current IT assets covered in the scope of this SOW. PHMSA retains the right to determine IT standards, including refreshed equipment. The contractor **MUST** make every effort to leverage existing PHMSA hardware and software agreements if it is in the economic interests of PHMSA. An example of such an agreement is a Microsoft site license.

11.0 DATA REQUIREMENTS

PHMSA considers knowledge management a critical aspect of its ongoing ability to service its end-users. Therefore, PHMSA will retain ownership of all data or other related information collected, developed, analyzed, and reported in connection with providing the services within the scope of this statement of work. The contractor **MUST** provide its process for turning over the data to PHMSA at the end of the contract.

12.0 PERSONNEL SECURITY AND SAFETY REQUIREMENTS

Contractor personnel are subject to DOT security and safety regulations. The contractor must ensure that all security requirements are met. DOT Order 1630.2b titled "Personnel Security Management," dated May 30, 2001, available at <http://osam.ost.dot.gov/information.htm> under "DOT Policies and Guidance," applies to this requirement. All reference DD Form 254, **Attachment J-2**. The contractor must provide a list of staff security clearances in each monthly progress report.

At a minimum, all proposed Key Personnel and those personnel with direct access to PHMSA's LAN/WAN must have current Secret clearances. All other personnel must meet the standards in DOT Order 1630.2b, as referenced above.

The contractor must secure all work areas at the close of each business day. For those areas jointly occupied by government and contractor personnel, the contractor and PHMSA will establish a procedure to assure compliance with existing security regulations. PHMSA will provide the contractor security regulations after award, but prior to take over. Access to this area will be restricted to hours of operation unless otherwise directed or approved by the designated government representative.

The contractor must comply with all applicable Federal, state, and local safety regulations at all times during the performance of the work under this contract. The contractor must employ protective devices (e.g., software, systems) provided by the government for the prevention of espionage, sabotage, and any other potential malicious or accidental destruction or damage to government equipment and information.

The contractor must ensure that safe operating practices and safeguards are in effect at all times to ensure the safety of personnel, information and equipment. The contracting officer and authorized PHMSA security and safety personnel must have access to the portions of the building staffed and operated by the contractor at all times during the performance of the work under this contract to inspect, inventory, install or remove any of the protective devices or equipment. These personnel must also inspect the premises to determine compliance with all regulations and requirements concerning equipment protection, safety and security.

The Contracting Officer's Technical Representatives (COTR) will define access and security procedures for PHMSA's computer resources. The contractor must implement these procedures as part of its facilities and systems management responsibilities.

13.0 MONTHLY PROGRESS REPORT

The contractor must deliver one (1) copy of the Monthly Progress Report to each of the COTRs and the Contracting Officer (CO) on or before the 10th of the month following the calendar month being reported. This report must contain the following information for each project:

- A clear and complete account of the work performed on each project;
- An outline of the work to be accomplished during the next report period;
- A description of any problem encountered or anticipated that will affect the completion of assigned tasks, together with recommended solutions to such problems; or a statement that no problems were encountered;
- A tabulation of the performance measures for each of the core service areas;
- A tabulation of the planned, actual and cumulative person-hours expended;
- A tabulation of the planned, actual and cumulative costs expended;
- A comparison of the actual and planned accumulated costs and a chart showing these expenditures.

- An updated list of current staff, including the following information: employee name, start date, end date (if applicable), job title and room number, contractor name, program office supported (functional area), ID number, position sensitivity level, clearance level, and clearance status.

14.0 TRANSITION

This requirement is to transition from the existing contract to this contract. During the transition period, the Contractor must perform those tasks necessary to achieve full performance by the end of the transition period.

Within two weeks of Contract award, the Contractor must provide to the Contracting Officer (CO) a final Transition Plan covering the following:

- Key transition personnel;
- Schedule of activities;
- Understanding of current workload (i.e., tasks) and milestones;
- Plan for minimizing disruption to ongoing tasks;
- Plan for staffing tasks; and
- Communications with key stakeholders; e.g., CO and COTR.

PHMSA must approve the Transition Plan. A transition period of thirty (30) days or less will be required. It is up to the Contractor to provide an estimate of the projected transition period and the associated costs.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 MARKING

All information submitted to the Contracting Officer or Contracting Officer's Technical Representative (COTR) must include the contract number of the contract for which the information is being submitted. Until the contract is awarded, the offeror is to use the solicitation number referenced above in all correspondence pertaining to this requirement.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these website addresses:

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

(End of Clause)

E.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-5 INSPECTION OF SERVICES—COST REIMBURSEMENT (APR 1984)

E.3 INSPECTION AND ACCEPTANCE

The COTR responsible for the functional area will inspect and accept all work and deliverables required under this contract. The COTRs are identified in Section G of this contract.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following contract clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text may be accessed electronically at this Internet address: <http://www.arnet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 PERIOD OF PERFORMANCE

The period of Performance of this contract is for a Base Year (twelve (12) months) after the effective date of award, plus four (4) additional Option Years, plus five (5) possible award term years for a maximum total of ten (10) years.

F.3 PLACE OF DELIVERY

All deliverables required under the contract are to be delivered under transmittal letter, to the following addresses:

Contracting Officer's Technical Representative (COTR)

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Management and Administration, DMA-14
400 7th Street, S.W., Rm. 7108
Washington, D.C. 20590-0001
Attn: Mr. Robert Glotfelty

Contracting Officer:

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement, DMA -30
400 7th Street, S.W., Rm. 7118
Washington, D.C. 20590-0001
Attn: Ms. Laura Lynn Birkhimer

F.4 DELIVERABLES

1. **Monthly Progress Report:** In accordance with Section G.1, Monthly Progress Report, the Contractor is to deliver one (1) copy of the Monthly Progress Report described in Section G to the

above named COTR and one (1) copy to the Contract Administrator named in Section G.3. on or before the 10th of the month following the calendar month being reported.

2. **Proof of Insurance:** In accordance with Section H.5, Insurance, Proof of Insurance must be submitted within ten (10) days after notice of contract award.
3. **IT Security Plan:** In accordance with Section H.7, DOT Information Security Requirements, the contractor must provide an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract within 30 days after contract award.

F.5 PLACE OF PERFORMANCE

The services to be provided under this contract will be performed primarily at the Government's facility:

U.S. Department of Transportation
400 Seventh Street, S.W.
Washington, D.C. 20590-0001

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MONTHLY PROGRESS REPORT

During performance of the work as described in Section C of the contract, the Contractor must submit one (1) copy of a monthly letter-type Progress Report to the COTR named in section F of the contract and one (1) copy to the Contract Administrator, named in G.3. below, on or before the **10th** of the month following the calendar month being reported. This report must contain at least the following information:

- (1) Accomplishments: A brief description of work completed during the reporting period and its relationship to project objectives as specified in Section C;
- (2) A description of problems encountered or anticipated that will affect the contract, together with recommended solutions to such problems (all problems must be more fully detailed and reported to the attention of the Contracting Officer as required in special provision G.2, "Reports of Problems") or a statement that no problems were encountered;
- (3) Status report of any unresolved problems encountered during the prior reporting period, including the basis for the non-resolution of the problem and a timetable for resolution of any problems (also see Section G.2, "Reports of Problems");
- (4) A tabulation of the planned, actual, and cumulative man-hours expended for the contract;
- (5) A status of delivery and acceptance of all contract deliverables specified in contract Section F.4., "Deliverables."
- (6) A comparison of the actual and planned accumulated costs through the reporting period;
- (7) A chart showing current and cumulative expenditures versus planned expenditures. The submission of the above report (paragraph G.1) does not relieve the Contractor of its responsibilities under special provision G.2, "Report of Problems," as set forth below, and the LIMITATION OF COSTS clause 52.232-20, as set forth in Section I of this contract.
- (8) An updated list of current staff, including the following information: employee name, start date, end date (if applicable), job title and room number, contractor name, program office supported (functional area), ID number, position sensitivity level, clearance level, and clearance status.

G.2 REPORTS OF PROBLEMS

In addition to the Progress Reports specified above, the Contractor must bring actual or potential problems to the attention of the Contracting Officer as soon as they are known. Oral reports are to be followed by written narrative reports to the Contracting Officer within 10 working days after discovery.

The Contractor must provide a procedure to address unresolved contractual problems. The procedure must include the names and telephone numbers of those corporate executives who would be involved in resolving any contractual problem.

G.3 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to modify contract terms, conditions, requirements, specifications, and delivery schedules. The Contracting Officer for this contract is:

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement, DMA-30
400 7th Street, S.W., Rm. 7118
Washington, D.C. 20590-0001
Ms. Laura Lynn Birkhimer
Telephone: (202) 366-6986

CONTRACT ADMINISTRATOR: The Contract Administrator is responsible for the daily contract administration of this contract. The Contract Administrator for this contract is:

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement, DMA-30
400 7th Street, S.W., Rm. 7118
Washington, D.C. 20590-0001
Ms. Blenda Perez
Telephone: (202) 366-4429

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The COTR is responsible for the technical administration of this contract and technical liaison with the Contractor. The COTR will be responsible for the daily operation of the tasks in the functional areas of those tasks. The COTR will review invoices that are specific to the functional area and review the Monthly Status Report. He/she is authorized to give technical direction and review and recommend approval of:

- (1) Technical matters not involving a change in the scope, price, terms or conditions of this contract
- (2) Progress Reports
- (3) Inspection and acceptance of supplies/services
- (4) Invoices.

(b) The **COTR IS NOT** authorized to issue technical instructions that:

- (1) Institute additional work outside the scope of the contract
- (2) Constitute a change as defined in FAR 52.243-2
- (3) Cause an increase or decrease in the estimated cost of the contract
- (4) Alter the period of performance
- (5) Change any of the other express terms or conditions of the contract

(c) The COTRs for this contract are:

FUNCTIONAL AREA A (DMA)
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Management and Administration, DMA-14
400 7th Street, S.W., Rm. 7108
Washington, D.C. 20590-0001

Attn: Mr. Robert Glotfelty

FUNCTIONAL AREA B (OHMS)

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Safety, DHM-63
400 7th Street, S.W., Rm. 8108
Washington, D.C. 20590-0001

Attn: Mr. Ronald Digregorio

FUNCTIONAL AREA C (OPS)

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Pipeline Safety, DPS-13
400 7th Street, S.W., Rm. 2103
Washington, D.C. 20590-0001

Attn: Mr. Pablo Vivas

G.5 SUBMISSION OF VOUCHERS

The Contractor must submit monthly vouchers in accordance with **Attachment J-1 "Voucher Format Requirements"** (one original and five copies) to the following addresses:

Original

U.S. Department of Transportation
PHMSA/Financial Operations, AMZ-150
P.O. Box 269039
Oklahoma City, OK 73126-9039

Copy 1-4

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Information Resource Management, DMA-14
400 7th Street, S.W., Rm. 7108
Washington, D.C. 20590-0001

Attn: Mr. Robert Glotfelty

Copy 5

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement, DMA-30
400 7th Street, S.W., Rm. 7118
Washington, D.C. 20590-0001
Attn: Blenda Perez

G.6 SUPPLEMENTAL VOUCHER REQUIREMENTS

The Contractor must include the following information in each voucher during the billing period:

- (1) A complete listing of labor categories authorized in the contract.
- (2) Each labor category must reflect the labor rate, amount and hours being claimed for the current

- billing period. (Must not differ from the labor rates stated in the contract).
- (3) Each labor category must reflect the cumulative total billed to date even if no charges were accrued during the billing period.
 - (4) The number of hours of effort expended, directly, by each named individual/ labor category. Include what function area these man hours were in.
 - (5) A detailed breakdown of the materials being charged to the contract for the instant billing period, plus a cumulative dollar total for each material category charged.
 - (6) Copies of time sheets per each personnel.
 - (7) A cover summary sheet showing current, year to date, and remaining cost.
 - (8) A statement signed by a responsible official of the concern, substantially similar, if not identical to the following:

“I certify that the services described in this voucher have been performed in accordance with the contract and that the personnel, hours, and other costs are true, correct, and have not been previously billed.”

Contractor's Signature

G.7 ELECTRONIC PAYMENT

In accordance with Section I clause 52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

The Government will make payments under this contract by electronic funds transfer (EFT). As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

Please refer to the full text of this clause for additional information on the electronic funds transfer (EFT). Additional information on the Central Contractor Registration may be obtained from the following website address: <http://www.ccr2000.com/>.

G.8 CONTRACTOR PERSONNEL IDENTIFICATION

The COTR will arrange for issuance of a Government Contractor's Identification Card for the Contractor Personnel whose normal duties include work and activities in the DOT Headquarters Nassif Building, Washington, D.C. Identification badges are to be worn on the employee's outer garment at all times while present in the Nassif building. When a contractor employee no longer has duties under the contract necessitating the employee's presence in the Nassif building the relevant COTR for the functional area will request the necessary information for cancellation or disposal of the ID badge. All on-site Contractor personnel must abide by DOT security policy.

G.9 CONTRACTOR SUPERVISION

This is a non-personal services contract per FAR 37.101. The Contractor will supervise its staff. The Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Project Manager for this contract, (insert name), must ensure that these contract requirements are fulfilled.

G.10 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirement of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[TBD]

Any future change or revision to the Statement of Work or Other applicable aspects of this contract must include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.11 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract will be reimbursed in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at:
<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>.

Travel requirements under this contract are to be met using the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Other travel arrangement must be authorized in writing by the Contracting Officer.

G.12 HOURS OF WORK

The Contractor must schedule the work hours of on-site personnel to provide maximum responsiveness in fulfilling the required services. PHMSA observes a five (5) day work week. The normal hours of operation are 8:00 A.M. to 5:00 P.M.; however the Optional Services hours will be 6:30 A.M. to 6:30 P.M. The normal work-day is 8 hours, plus ½ hour for lunch. In addition, emergency or high priority situations as defined by the COTR may require after hour and weekend Contractor support.

G.13 HOLIDAYS AND GOVERNMENT AUTHORIZED LEAVE

(a) On-site Contractor personnel are to observe only the holidays listed below:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Inauguration Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Any other day designated by Federal statute.
Any other day designated by Executive Order.
Any other day designated by Presidential proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on Sunday, the following Monday is observed. The cost of salaries and wages to the Contractor for the above days are a direct cost for employees whose regular time is normally direct charged, and a

reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the Contractor's accounting policy.) It is understood and agreed between the Government and the Contractor that observance of these days by the Contractor personnel will not cause an additional period of performance, or entitlement of compensation unless circumstances so necessitate. If the Contractor's personnel work during a holiday, no form of holiday or other premium compensation will be reimbursed either as direct or indirect costs. However, this does not preclude reimbursement of authorized overtime work.

(c) When the Government grants administrative leave to its employees, Contractor personnel assigned must also be dismissed. Any administrative leave granted to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions or other special circumstances, will be without loss to the Contractor. The cost of wages to the Contractor for the period of any such excused absence will be a reimbursable item of direct cost for employees whose regular time is normally direct charged, and a reimbursable item of indirect cost for employees whose regular time is normally charged indirectly (in accordance with the Contractor's accounting policy).

G.14 INDIRECT COSTS

(a) As provided in FAR 52.216-7, "Allowable Cost and Payment," the following ceiling rates are established:

<u>Type</u>	<u>Rate</u>	<u>Base</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Fill in)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(b) As provided in FAR 52.216-7(d)(2)(i), the contractor must submit adequate final indirect cost rate proposal to the Contracting Officer and auditor within the 6-month period following the expiration of each of its fiscal years.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION

(A.) The COTR for the functional area may provide written technical direction to the Contractor concerning the work performed under the contract. Technical direction is limited to direction to the Contractor that fills in details or otherwise completes the general description of the work set forth in the contract. Technical direction includes:

- (1.) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2.) Guidelines to the Contractor, that help interpret technical portions of work descriptions.

(B.) Technical direction must be within the general scope of work stated in the contract. Technical direction **may not** be used to:

- (1.) Assign additional work under the contract.
- (2.) Direct a change as defined in the “CHANGES” clause of the contract.
- (3.) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the direct labor hours, or time required for contract performance.
- (4.) Change any of the terms, conditions or specifications of the contract.
- (5.) Interfere with the Contractor’s rights to perform the terms and conditions of the contract.

(C.) All technical direction has to be in writing (or via e-mail) by the applicable COTR.

(D.) If the Contractor believes any technical direction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction. The Contractor must not proceed with the work affected by the technical direction unless and until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of this contract. To notify the Contractor, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is-

- (1.) Rescinded in its entirety; or
- (2.) Within the scope of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(E.) Failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the scope of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, is subject to the Disputes clause of this contract.

(F.) Any action(s) taken by the Contractor in response to any direction given by any person other than the

Contracting Officer or the applicable COTR is at the Contractor's risk.

(G.) Nothing in the foregoing paragraph will excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction.

H.2 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

Each Electronic and Technology (EIT) product or service furnished under this contract must comply with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), as specified in the contract. If the Contracting Officer determines any furnished product or service does not comply with the contract, the Contracting Officer will notify the contractor in writing. The contractor must take prompt corrective action in accordance with the Inspection clause of this contract.

H.3 REPLACEMENT OF KEY PERSONNEL

If any on-site Contractor employee cannot carry out his/her duties, due to sickness, injury or other incapacity, the Contractor must provide a suitable replacement when the employee is absent. The temporary replacement must possess adequate qualifications to perform the duties of the employee replaced. If replacement is required for a period exceeding one (1) day, except for the employee's normal vacation time, the temporary replacement must possess adequate qualifications to perform the duties of the employee replaced. If the replacement is required for a period of exceeding ten (10) working days, the Contractor must obtain the COTR's written approval of the replacement's qualifications.

H.4 PROPRIETARY RIGHT

The rights obtained by the Government in technical data are set forth in the "Rights in Data—General" clause (Section I, 52.227-14) incorporated in the contract. All property rights, including publication rights, in the information and materials produced by the Contractor in connection with this contract vest in the Government.

H.5 INSURANCE

See Section I, clause 52.228-7, "Insurance—Liability to Third Persons." The Contractor must secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below. The insurance must specifically include liability assumed by the Contractor under this contract.

- (A.) Workman's compensation insurance as required by the law of the State.
- (B.) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (C.) Property damage liability with a limit of not less than \$100,000 for each accident.
- (D.) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a

limit of not less than \$40,000 for each accident.

Each policy of insurance must contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest will not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor must not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance must be furnished to the Contracting Officer within **ten (10) days** after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance must be satisfactory to the Government. Notices of policy changes must be furnished to the Contracting Officer. The substance of this clause must be made to flow down to any subcontractors.

H.6 SAFETY AND ACCIDENT PREVENTION

In performing any work under this contract on premises that are under the direct control of the Government, the Contractor must (a) conform to all safety rules and requirements as in effect on the date of the contract; and (b) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Contractor and Government personnel performing or in any way coming in contact with the performance of the contract on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Contracting Officer, is grounds for termination of this contract.

H.7 DOT Information Security Requirements (APR 2003)

(A). Access to Sensitive Information.

(1.) Work under this contract may involve access to sensitive information, as described in paragraph d below. The contractor must not disclose any of this information, unless the Contracting Officer authorizes disclosure. To protect sensitive information, the contractor must provide training to all contractor employees with authorized access to sensitive information and, when requested by the Government, provide information as to an individual's suitability to have such authorization. The Contracting Officer may request a contractor employee be removed from performing work under the contract if the Contracting Officer finds the employee's conduct or work is not suitable, or deems the employment contrary to the public interest or inconsistent.

(2.) The contractor must ensure that any contractor employee assigned to this contract is: (1) a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) has had a background investigation in accordance with DOT Order 1630.2B, Personnel Security Management.

(3.) The contractor must include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

(4.) Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal

programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress."

(5.) Information Technology (IT) Services.

(a.) The contractor is responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government must have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

(b.) Within 30 days of contract award, the contractor must provide to the Government for approval, an IT Security Plan that describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan must be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

(c.) The contractor must screen those personnel who will have privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management. The Contractor must ensure its employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

(d.) The contractor must immediately notify the contracting officer when an employee who has had access to DOT information systems or data, terminates employment.

(e.) The contractor must include the above requirements in any subcontract awarded for IT services.

(f.) IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

[END OF SECTION H]

PART II

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these website addresses:

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

(End of Clause)

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions.	(JULY 2004)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government.	(JUL 1995)
52.203-7	Anti-Kickback Procedures.	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(JUNE 2003)
52.204-2	Security Requirements.	(AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	(AUG 2000)
52.204-7	Central Contractor Registration.	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	(JULY 1995)
52.211-5	Material Requirements.	(AUG 2000)
52.213-2	Invoices.	(APR 1984)
52.215-2	Audit and Records—Negotiation.	(JUNE 1999)
52.215-8	Order of Precedence—Uniform Contract Format.	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications.	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data.	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data	

	—Modifications.	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions.	(OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	(OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications.	(OCT 1997)
52.216-7	Allowable Cost and Payment.	(DEC 2002)
52.216-10	Incentive Fee.	(MAR 1997)
52.216-26	Payments of Allowable Costs Before Definitization.	(DEC 2002)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	(OCT 2004)
52.219-8	Utilization of Small Business Concerns.	(MAY 2004)
52.219-11	Special 8(a) Contract Conditions.	(FEB 1990)
52.219-14	Limitations on Subcontracting.	(DEC 1996)
52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
52.222-3	Convict Labor.	(JUNE 2003)
52.222-21	Prohibition of Segregated Facilities.	(FEB 1999)
52.222-26	Equal Opportunity.	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities.	(JUNE 1998)
	- Alternate I	(JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended.	(MAY 1989)
52.223-5	Pollution Prevention and Right-to-Know Information.	(AUG 2003)
52.223-6	Drug-Free Workplace.	(MAY 2001)
52.223-10	Waste Reduction Program.	(AUG 2000)
52.223-14	Toxic Chemical Release Reporting.	(AUG 2003)
52.225-13	Restrictions on Certain Foreign Purchases.	(DEC 2003)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	(AUG 1996)
52.227-3	Patent Indemnity.	(APR 1984)
52.227-14	Rights in Data—General.	(JUN 1987)
52.227-23	Rights to Proposal Data (Technical).	(JUN 1987)
52.228-7	Insurance—Liability to Third Persons.	(MAR 1996)
52.230-2	Cost Accounting Standards.	(APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	(APR 1998)
52.232-8	Discounts for Prompt Payment.	(FEB 2002)
52.232-9	Limitation on Withholding of Payments.	(APR 1984)
52.232-17	Interest.	(JUN 1996)
52.232-18	Availability of Funds.	(APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year.	(APR 1984)

52.232-20	Limitation of Cost.	(APR 1984)
52.232-22	Limitation of Funds.	(APR 1984)
52.232-23	Assignment of Claims.	(JAN 1986)
52.232-25	Prompt payment.	(OCT 2003)
52.232-33	Payment by Electronic Funds Transfer— Central Contractor Registration.	(OCT 2003)
52.233-1	Disputes. - Alternate I	(JULY 2002) (DEC 1991)
52.233-3	Protest after Award. Alternate I	(AUG 1996) (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim.	(OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	(APR 1984)
52.237-3	Continuity of Services.	(JAN 1991)
52.239-1	Privacy or Security Safeguards.	(AUG 1996)
52.242-1	Notice of Intent to Disallow Costs.	(APR 1984)
52.242-3	Penalties for Unallowable Costs.	(MAY 2001)
52.242-4	Certification of Final Indirect Costs.	(JAN 1997)
52.242-13	Bankruptcy.	(JULY 1995)
52.242-14	Suspension of Work.	(APR 1984)
52.242-15	Stop-Work Order.	(AUG 1989)
52.243-2	Changes—Cost-Reimbursement. - Alternate I	(AUG 1987) (APR 1984)
52.243-7	Notification of Changes.	(APR 1984)
52.244-2	Subcontracts.	(AUG 1998)
52.244-5	Competition in Subcontracting.	(DEC 1996)
52.244-6	Subcontracts for Commercial Items.	(DEC 2004)
52.245-1	Property Records.	(APR 1984)
52.245-4	Government-Furnished Property (Short Form).	(JUNE 2003)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	(MAY 2004)
52.245-19	Government Property Furnished “As Is.”	(APR 1984)
52.246-25	Limitation of Liability—Services.	(FEB 1997)
52.249-6	Termination (Cost-Reimbursement).	(MAY 2004)
52.249-13	Failure to Perform.	(APR 1984)
52.249-14	Excusable Delays.	(APR 1984)
52.253-1	Computer Generated Forms.	(JAN 1991)

I.3 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer, Contracts and Procurement, Pipeline and Hazardous Materials Safety Administration (PHMSA) and shall not be binding until so approved.

(End of clause)

I.4. 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.5 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [To Be Determined at Time of Contract Award] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [To Be Determined at Time of Contract Award] dollars.

(End of clause)

I.6 52.216-25 CONTRACT DEFINITIZATION (OCT 1997) *Alternate I (Apr 1984)*

(a) A cost-reimbursement definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a technical and cost-and-fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [insert targetdate for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]: TBD

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as

provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—
 - (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(d) The definitive contract resulting from this letter contract will include a negotiated price ceiling in no event to exceed [TBD].

(End of clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(End of clause)*

I.9 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

a) The Small Business Administration (SBA) has entered into Contract No. [insert number of contract] with the U.S. Department of Transportation / Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

* The ten (10)-year total duration of the contract refers to: one (1) base year, four (4) possible option years, and five (5) possible award term years.

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the DOT/PHMSA with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the DOT/PHMSA.

(4) That it will notify the DOT/PHMSA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the DOT/PHMSA.

(End of Clause)

I.10 52.219-17 SECTION 8(A) AWARD (DEC 1996) (DEVIATION)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) *(DELETED)*

(2) *(DEVIATION)* Except for novation agreements and advance payments, delegates to the U.S. Department of Transportation / Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) *(DEVIATION)* To notify the DOT/RSPA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) *(DEVIATION)* The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the DOT/PHMSA.

(e) *(NEW)* This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification,

8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: *[To be completed by the Contracting Officer at time of award]*.

(End of clause)

**I.11 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (JUNE 2003) (DEVIATION)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) (DEVIATION) NAICS code 541513 is specifically included in the Offeror's approved business plan; and
- (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (DEVIATION) Any award resulting from this solicitation will be made *directly by the DOT/PHMSA* to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) (DEVIATION) The *[insert name of 8(a) contractor]* will notify the *DOT/PHMSA* Contracting Officer, *simultaneous with its notification to the SBA*, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(e) (NEW) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: *[To be completed by the Contracting Officer at time of award]*

(End of clause)

I.12 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed

(\$0) or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi shift operations or by employing additional personnel.

(End of Clause)

I.13 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of Clause)

I.14 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**I.15 DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
(48 CFR CHAPTER 12) CLAUSES**

1252.215-70 KEY PERSONNEL AND FACILITIES (OCT 1994)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and /or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify in writing the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

(Offeror to specify key personnel: Name/Title)

Name:	Title:	
_____	_____	
_____	_____	
_____	_____	(Fill In)
_____	_____	
_____	_____	

(End of Clause)

1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994)

(a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation, which is received within 15 calendar days after the end of the period being evaluated, may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

(End of clause)

1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor 60 calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

1252.216-73 DISTRIBUTION OF AWARD FEE (OCT 1994)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: 180 Days
Available Award Fee: (To be Determined)

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

(End of clause)

1252.223-71 ACCIDENT AND FIRE REPORTING (OCT 1994)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work, which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Federal property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

(i) The extent of injury; and

(ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of Clause)

1252.237-70 QUALIFICATIONS OF EMPLOYEES (OCT 1994)

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(End of Clause)

1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of Clause)

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of Clause)

1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on form DOT F 4220.43, Contractor Report of Government Property.

(End of Clause)

[END OF SECTION I]

PART III

SECTION J – LIST OF ATTACHMENTS

Attachment J-1	Voucher Format Requirements
Attachment J-2	Department of Defense Form “DD Form 254”
Attachment J-3	Award Fee / Term Plan
Attachment J-4	Past Performance Questionnaire

[END OF SECTION J]

VOUCHER FORMAT REQUIREMENTS

Billing Instructions for Cost –Reimbursable Contracts

1. INTRODUCTION

These instructions are provided for the Use of Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under the contract.

2. FORMS TO BE USED

Contractors may use the regular Government voucher forms, Public Voucher for Purchases and Services Other than Personal, SF 1304, and the corresponding Continuation Sheet, SF-I035. Or, Contractors may use their own form, provided it includes (at a minimum) the information required under Format below, and has been pre-approved by the Contracting Officer.

3. FORMAT

Each voucher shall be numbered, dated, signed and prepared in an original and two copies (see voucher distribution in Section G of the contract). Each voucher shall include two parts (see below).

Part I Summary of All Costs (not previously billed)

- a) Total amount claimed and billing period
- b) Certification by authorized official of the firm, as follows:

I certify that all payments requested have been incurred, are allocable to this contract, and have not been billed previously.

Signature: Title of Authorized Individual

Date

Part II Supporting Details of Claimed Amount

- a) Provide complete listing of labor categories authorized in the contract.
- b) Each labor category shall reflect the labor rate, amount and hours being claimed for the current billing period. (Must not differ from the labor rates stated in the contract).
- c) Each labor category shall reflect the cumulative total billed to date even if no charges were accrued during the billing period.
- d) The number of hours of effort expended, directly, by each named individual/ labor category. Must show what function area these man hours were in.
- e) Provide a detailed breakdown of the materials being charged to the contract for the instant billing period, plus a cumulative dollar total for each material category charged.
- f) Provide copies of time sheets per each personnel.
- g) A cover summary sheet showing current, year to date, and remaining cost.
- h) A statement signed by a responsible official of the concern.

4. TASK ORDER CONTRACTS

For task order contracts, Part II of the Format shall be provided for each individual task (Part I may summarize all tasks, unless otherwise requested by the Contracting Officer). Each separate page shall include the appropriate task order number and billing information as described above.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED	
				b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER				a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD)
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs)	REVISION NO. DATE (YYYYMMDD)
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases)	DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:				YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION					
b. RESTRICTED DATA					
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION					
d. FORMERLY RESTRICTED DATA					
e. INTELLIGENCE INFORMATION					
(1) Sensitive Compartmented Information (SCI)					
(2) Non-SCI					
f. SPECIAL ACCESS INFORMATION					
g. NATO INFORMATION					
h. FOREIGN GOVERNMENT INFORMATION					
i. LIMITED DISSEMINATION INFORMATION					
j. FOR OFFICIAL USE ONLY INFORMATION					
k. OTHER (Specify)					
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:				YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY					
b. RECEIVE CLASSIFIED DOCUMENTS ONLY					
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL					
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE					
e. PERFORM SERVICES ONLY					
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES					
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER					
h. REQUIRE A COMSEC ACCOUNT					
i. HAVE TEMPEST REQUIREMENTS					
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS					
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE					
l. OTHER (Specify)					

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Reset

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☐ Through (*Specify*)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☐ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☐ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)
--------------------------------------	----------	---

d. ADDRESS (<i>Include Zip Code</i>)	17. REQUIRED DISTRIBUTION <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE	

AWARD FEE/TERM PLAN

1. INTRODUCTION

The use of a Cost Plus-Award-Fee (CPAF) contract is intended to encourage and reward the contractor for excellence of performance, customer service, timeliness of performance, and effective communication with PHMSA on an every-day level.

The use of Award Term incentives is intended to encourage contractors to perform at a high level of service for extended periods of time. The award terms reward contractors for their performance by extending the contract's period of performance. For the base and each option year, the contractor has the opportunity to add another year onto the length of the contract.

The Performance Evaluation Board (PEB) will evaluate the contractor's performance at 6-month intervals. The PEB will recommend an award fee (if any) for each 6-month period, and at the conclusion of each year (Base and option years only) will recommend an award term (if any) based on the performance of the past year.

Performance indicators and standards were developed for technical and cost management criteria, and each is given a weight, and possible points the contractor can earn. The contractor's performance (as monitored in the metrics in Section C) is evaluated against these criteria, and the award fee and term earned by the contractor is determined in accordance with the PEB's score.

To earn an award term, the contractor must receive a minimum score (see section 7 of this award fee/term plan) in each 6-month award evaluation period, throughout the term of the contract.

2. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION

The following organizational structure is established for administering the award fee/term provisions of this contract. Note that this structure is subject to change at the Government's discretion.

1. Performance Evaluation Board (PEB)

The Performance Evaluation Board (PEB) will consist of the COTRs and the Contract Administrator. The COTRs will monitor the Technical section of this Award Fee/Term Plan, and the Contract Administrator will monitor the Cost Management section. As the Technical Monitors, the COTRs will evaluate and assess contractor performance in their functional area in an open and objective manner so that a fair and accurate evaluation is obtained. As the Cost Management Monitor, the Contract Administrator will evaluate and assess contractor responsiveness of deliverables in an open and objective manner.

2. Fee Determination Official (FDO)

The Fee Determination Official (FDO) is Mr. Warren Osterberg, Contracting Officer. The PEB will submit its report and assessment to the FDO, and the FDO will determine the award fee earned and payable for each evaluation period.

3. METHOD FOR DETERMINING AWARD FEE

The FDO will promptly determine the award fee earned for each evaluation period. The method to be followed in monitoring, evaluating, and assessing the award fee earned, is described below.

1. The contractor's performance is evaluated at the end of each 6 month period of the contract term. Twenty days prior to the end of each 6 month period, the contractor may submit a self appraisal for that period. The contractor self evaluation must address both positive and negative aspects of the contractor's performance.
2. The PEB will evaluate contractor performance utilizing the criteria described below. Within 15 working days after the end of the evaluation period, the PEB will report its recommendation to the Fee Determination Official concerning the proposed award fee amount.
3. The Award Fee Evaluation criteria are weighted 70% for technical and 30% for cost. The technical criterion has five (5) evaluation factors, and the cost criterion has three (3) evaluation factors. The total technical score and the total cost score are added to determine the Total Score.
4. Within 10 working days of the PEB recommendation, the FDO will execute a unilateral contract modification setting forth the award fee to be paid. The award fee is not subject to the terms of the contract clause entitled "Disputes".
5. The contractor must submit an invoice, separate and distinct from the monthly invoice, once the award fee has been determined in order to receive payment.

4. METHOD FOR DETERMINING AWARD TERM

The PEB will recommend the evaluation rating for each 6-month evaluation period, and the FDO will determine the award term earned. The method for monitoring, evaluating, and assessing contractor performance during the period is described below.

1. The COTRs, and the Contract Administrator will evaluate and assess contractor performance during regularly scheduled monthly meetings. All significant aspects of contract performance must be discussed including the performance metrics, strong and weak points, significant issues, problems and concerns, and any other matters pertinent to evaluating performance of the contractor.
2. In conjunction with evaluating the award fee, the PEB will meet every six (6) months to complete the Award Fee / Term Performance Summary Report. This report will contain the award fee score, and that score that will be used for determining the award term. In order to earn an award term, the contractor must receive a numerical score not lower than 85 (except for the first evaluation period which is 80) for each 6-month evaluation period.
3. The PEB will provide the FDO its recommendation for award term. The FDO will consider the PEB's recommendation and determine the award fee and term earned for the period.

5. PERFORMANCE STANDARDS AND INDICATORS

A. Technical Performance and Schedule Management

Number	Performance Standard	Possible Points
1	Allocation of human resources (quality and quantity) in response to contract's requirements.	1 – 20
2	Quality of planning for purposes of meeting work order objectives.	1 – 15
3	Timeliness of deliverables.	1 – 15
4	Ability and timeliness to identify potential problems and resolving actual problems.	1 – 10
5	Maintenance of effective working relationships between contractor and agency personnel – both technical personnel and non-technical (customers).	1 – 10
MAXIMUM POSSIBLE TECHNICAL SCORE		70

B. Contract and Cost Management

Number	Performance Standard	Possible Points
1	Effectiveness of cost and business management.	1 – 15
2	Timeliness and quality of invoices, monthly status reports, processing of modifications, and compliance to contract clauses.	1 – 10
3	Maintenance of effective working relationships between contractor and agency contracting personnel.	1 – 5
MAXIMUM POSSIBLE COST MANAGEMENT SCORE		30

6. NUMERICAL RANGES AND ADJECTIVE DEFINITIONS

The following will be used in the award fee evaluation:

Grade	Score	Definition	Percent of fee
Superior	100	Superior level of performance; achievement of distinguished results and effectiveness. No deficiencies exist.	100%
Superior	99		100%
Superior	98		100%
Superior	97		98%
Superior	96		98%
Excellent	95	Exceptional merit; exemplary performance in a timely, efficient, and economical manner. Very minor deficiencies, which had no effect on overall performance.	97%
Excellent	94		96%
Excellent	93		94%
Excellent	92		92%
Excellent	91		90%
Excellent	90		88%
Excellent	89		86%
Excellent	88		84%
Excellent	87		82%
Excellent	86		80%
Excellent	85		78%
Good	84	Effective performance. Responsive to contract requirements with good results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	75%
Good	83		72%
Good	82		69%
Good	81		66%
Good	80		63%
Good	79		60%
Good	78		57%
Good	77		54%
Good	76		50%
Fair/Poor/ Unsatisfactory	<= 75	Poor performance. Below minimum acceptable standards with inadequate results that requires immediate remedial action. Significant deficiencies that affect overall performance exist.	0%

7. EVALUATION AND AVAILABLE AWARD TERM PERIODS

The following table illustrates the contract year, evaluation periods, minimum scores needed to earn the award term, available award term, and the additional contract year that will be added if the award term is earned. If the minimum score is not achieved for either of the evaluation periods in a contract year, the award term cannot be earned. For example, if the contractor receives a score of 75 for evaluation period #3, the contractor cannot earn the award term (additional contract year 7) for Option Year #1.

Evaluation Period	Contract Year	Performance Required for Award term	Available Award Term	Additional Contract Year
1	Base	Minimum Score of 80	N/A	
2		Minimum Score of 85	1 Year	Year 6
3	Option Year #1	Minimum Score of 85	N/A	
4		Minimum Score of 85	1 Year	Year 7
5	Option Year #2	Minimum Score of 85	N/A	
6		Minimum Score of 85	1 Year	Year 8
7	Option Year #3	Minimum Score of 85	N/A	
8		Minimum Score of 85	1 Year	Year 9
9	Option Year #4	Minimum Score of 85	N/A	
10		Minimum Score of 85	1 Year	Year 10

CONTRACTOR PAST PERFORMANCE QUESTIONNAIRE

<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report		From:	To:
Name and Address of Contractor Being Evaluated:	2. Contract /Task Number: _____		
	3. Contract Value: \$ _____ (Base Plus Options)		
	4. Contract Award Date: _____		
	5. Contract Completion Date: _____		
	6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:			
8. Ratings: Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Please see page for explanation of rating scale.			
a. Quality of Product/Service	Comments:	0	1
		2	3
		4	
b. Cost Control	Comments:	0	1
		2	3
		4	
c. Timeliness	Comments:	0	1
		2	3
		4	
d. Business Relations	Comments:	0	1
		2	3
		4	
e. Overall Satisfaction Rating	Comments	0	1
		2	3
		4	
9. Would you select this firm again? Please explain.			

10. Program Officer (or name/title of rater)	Signature and Date:
Phone/Fax/Internet Address:	
11. Contracting Officer (or name/title of person-concurrence of rating):	Signature and Date:
Phone/Fax/Internet Address:	

CONTRACTOR PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered.
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated
Block 3:	Contract value shall include base plus options. If funding was increased or decreased during the evaluation period, the value in this block should indicate the change.
Block 4:	Identify date that contract was awarded.
Block 5:	Identify completion date for contract or anticipated contract completion date.
Block 6:	All items that apply should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract and identify the key performance indicators.
Block 8:	Circle the rating in the far right column and provide brief narrative for each of the categories rated. Indicate the contract requirements that were exceeded or were not met by the contractor and by how much.
Block 9:	If given a choice, please explain why you would or would not select the contractor for this contract again.
Block 10:	The program office person most familiar with the contractor's performance would sign this block. The rating is a combined program office, contracting officer decision.
Block 11:	The contracting officer's signature certifies concurrence with this rating.

Block 8 - RATING DEFINITIONS

0 – Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 – Minimally Acceptable – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 – Satisfactory – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 – Good – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 – Exceptional – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 – COMMENT ELEMENTS BY CATEGORY

- (a) Quality of product/service
 - Compliance with contract or task requirements;
 - Accuracy of reports;
 - Appropriateness of contractor personnel assigned to the contract or task; and
 - Technical excellence of delivered supplies or services.
- (b) Cost Control
 - Current, accurate, and complete billings;
 - The relationship of negotiated cost to actuals;
 - Cost containment initiatives; and
 - The number and cause of change orders issued.
- (c) Timeliness of Performance
 - Whether the contractor met interim milestones;
 - Contractor's responsiveness to technical direction;
 - Contractor's responsiveness to contract change orders and administrative requirements;
 - Whether the contract/task was completed on time, including wrap-up and contract administration.
- (d) Business Relations
 - Whether the contractor effectively managed the contract/task effort;
 - How responsive the contractor was to contract requirements;
 - How promptly the contractor notified the Government of problems;
 - Whether the contractor was reasonable and cooperative;
 - How flexible the contractor was;
 - Whether the contractor was proactive;
 - The effectiveness of contractor-recommended solutions; and
 - Whether the contractor effectively implemented socioeconomic programs.
- (e) Customer Satisfaction
 - Satisfaction of end users with the contractor's service

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

[END OF SECTION K]

PART IV

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 AWARD WITHOUT DISCUSSIONS

Pursuant to FAR 52.215-1, (Jan 2004), Subparagraph (f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). **Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.** The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to reject any or all proposals determined to be inadequate or unacceptable, or to cancel this Request for Proposals, regardless of evaluation, if it is determined to be in the best interest of the Government. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals."

L.2 SOLICITATION QUESTION AND ANSWER INSTRUCTIONS

Questions on solicitation content, issues, or procedures should be submitted in writing to the Point of Contact (POC) identified in block 10 on page 1, Standard Form 33. Send questions via email to Blenda Perez at Blenda.Perez@dot.gov on or **before March 23, 2005 at 3 p.m. Eastern Standard Time**. All questions and answers will be posted on PHMSA's website located at <http://www.PHMSA.dot.gov> under Procurement Opportunities, within 48 hours during the business week. It is recommended that Offerors call the POC the next business day after question submittal to ensure/verify receipt.

L.3 PROPOSAL DELIVERY/MAILROOM and MAILING INSTRUCTIONS

Delivery/Mailroom

Special security procedures prohibit delivering materials directly to offices in the Nassif building (DOT Headquarters). Deliveries must be processed at the Northeast guard station of the Nassif building. The normal mail delivery procedures may take several days. Offerors must make allowances for these procedures to ensure that proposals are received in room 7118 prior to the closing date and time. Federal Express (and similar delivery services) is recommended for delivery of proposals. To be considered timely, a proposal must be received in room 7118 by the time and date due. The Office of Contracts and Procurement will NOT be responsible for picking up packages delivered to the lobbies or loading docks of the building.

The delivery address for a proposal is:

The Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement (DMA-30)
400 7th Street, SW, Room 7118
Washington, DC 20590-0001
Attn: Blenda Perez

Clearly mark the envelope and all correspondence pertaining to this solicitation with the solicitation number, DTPH56-05-R-0001.

As noted above, a delivery service similar to Federal Express is recommended for proposal submissions.

L.4 ELECTRONIC DISSEMINATION OF RFP DOCUMENTS

An electronic copy of this RFP and its forms/attachments can be found at the Office of Contracts and Procurement website at <http://www.PHMSA.dot.gov> under Procurement Opportunities. The system is designed to automatically send out amendments if you have previously registered during the download of the solicitation at the referenced website. However, it is the Offeror's responsibility to frequently check back to ensure that it has received all issued amendments. All amendments will be posted to, and available to download, from our website.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at this/these address(s):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

(End of Provision)

Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS Number)	OCT 2003
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instruction to Offerors—Competitive Acquisition	JAN 2004
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

**L.6 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **COST PLUS AWARD FEE** contract resulting from this solicitation.

(End of Provision)

L.8 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO)¹, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement (DMA-30)
400 7th Street, SW, Room 7118
Washington, DC 20590.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.9 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: **None**

(End of Provision)

L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provisions)

L.11 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

- (a) The offeror shall provide a statement in its proposal, which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization

¹ The GAO's legal name became the Government Accountability Office, effective July 7, 2004.

regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- (b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- (d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If non-disclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(End of Provision)

L.12 RFP SECTION K

RFP Section K, "Representations, Certifications, and Other Statements of Offerors" must be completed and submitted as a part of your proposal.

L.13 NOTES

- NOTE 1:** Facsimile bids/proposals will NOT be considered for this solicitation.
- NOTE 2:** Until a formal notice of award is issued, any communication by the Government either written or oral is not a promise that an award will be made.
- NOTE 3:** The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.
- NOTE 4:** Oral presentations will be required for the final selected Offerors. Further ground rules

for the oral presentations will be provided at that time.

L.14 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. PROPOSAL AUTHORSHIP

If any portion of the proposal has been written by other than bona fide employees of the Offeror, the Offeror must identify the writer's name, employer, business relationship to the Offeror, and the sections, pages or portions of pages that he or she authored.

2. PROPOSAL ORGANIZATION

An Offeror shall respond to all requirements of this solicitation. An offer submitted with inadequate information may be found unacceptable. For this solicitation, a proposal must have three separate volumes as follows:

Volume I – IT Capability Proposal: This volume must include all capability information requested under “Requirements for Proposal Content – Volume I.” (NOTE: Both a hard copy and CD-ROM of the technical proposal are required.) This volume should not include any references to prices.

Volume II – Administrative and Cost /Price Proposal: This volume must include all cost information requested under “Requirements for Proposal Content – Volume II” and completed solicitation Sections A, B, G, and K.

Volume III – Past Performance Information: This volume must include all information requested under “Requirements for Proposal Content – Volume III.”

3. PROPOSAL FORMAT

Each volume must follow the limitations specified below. A hardcopy submission must be on 8½ by 11-inch paper with text on only one side. All pages must be numbered. The following conditions apply:

<u>Proposal Volume</u>	<u>Limitations</u>	<u>No. of copies</u>
Volume I	50 pages (Hard Copy) / On CD-ROM	1 Original and 4 copies/ (5-CDs)
Volume II	No limitations	1 Original and 4 copies
Volume III	10 pages	1 Original and 4 copies

4. REQUIREMENTS FOR PROPOSAL CONTENT

Each of the 3 volumes must include the following:

1. Cover sheet containing the Offeror's name, address, phone number, e-mail, and website address; title of Offeror's proposal; Solicitation Number; and Proposal Volume Number.
2. “Table of Contents” which provides enough detail to quickly locate key elements of the offer.
3. Tabs/Dividers separating each section.
4. CD-Rom must include the Offeror's name, address, phone number, and solicitation number.
5. Each file must be named so that the Government evaluators can easily identify the file's contents.

VOLUME I: IT CAPABILITY PROPOSAL

The Capability proposal must include all information required for evaluation. This volume of the proposal is not to include any references to price. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal strictly from a technical standpoint. The proposal is divided into three sub-sections: Technical Approach, Experience on Work of a Similar Nature, and Available Resources.

The proposal must have separate sections for the core services and the optional services. Each section must provide the capability information described in this section.

A. IT Capability Content

1. Technical Approach

PROJECT DEFINITION: The Offeror must describe the objectives, scope, and purpose of the project to demonstrate understanding of the requirements.

PROPOSED APPROACH: The Offeror must fully describe its technical and administrative approach to comply with the requirements of this solicitation. Separate descriptions are required for the core services and the optional services. The Offeror must describe in detail how it will accomplish each of the Tasks presented in Section C (of the RFP), “Statement of Work,” including staffing and which personnel will accomplish each task – including subcontractor personnel. The Offeror must identify exactly how many personnel will be assigned to each Task and how the Offeror will oversee all the personnel cumulatively. The Offeror should layout its proposed hierarchy so that the Government can easily identify how the Offeror plans to administer the contract.

2. Experience on Work of a Similar Nature

The Offeror must present its experience that it has accumulated working on efforts that are similar in size, scope, and complexity to this requirement (as defined in Section C) over the past three (3) years. This includes the core services and the optional services. The Offeror must describe the experience in size – in both dollars and personnel – for whom the work was accomplished, when the work was accomplished, and any lessons learned from the experience. If the Offeror has no experience on work of a similar nature, the Offeror must state so and discuss the experience of the personnel proposed.

3. Available Resources

The Offeror must provide a summary of personnel for this requirement. There must be separate summaries for the core services and the optional services. Each summary should include an organizational chart for the entire contract and a chart for each Task (as defined in Section C). Personnel should be identified as either “Key Personnel” or “Other Personnel” by Task with name, title, and if they are a subcontractor. Resumes and Letters of Commitment must be included for all personnel for the core services. Only Resumes of the proposed personnel are required for the optional services.

(a) Key Personnel

The Offeror must present the qualifications and experience for all key personnel proposed. Include the description of each person’s experience or work of a similar nature, and provide resumes for proposed key personnel.

NOTES

1: An Offeror must certify that the information on each resume submitted is true and complete, and that the individuals named are available for assignment on the effective date of the contract.

2: An Offeror proposing to use individuals not presently in its employment must include, in its staffing proposal, a resume and letter of commitment signed by each person who would occupy any of the Key Personnel labor categories.

(b) Other Personnel

The proposal must include information for proposed non-key personnel. Information must include:

- a Names and position to be occupied, education, past experience, awards, skills, and

training.

- b Recent projects/tasks on which the individual has worked by specific dates.
- c Names and telephone numbers of appropriate references.

(c) Resumes and Letters of Commitment

The Offeror must provide resumes for all personnel proposed. At a minimum, each resume must include the following information:

1. Name, Social Security Number, Address
2. Position to be occupied
3. Educational background – include name of institution, years attended, major, degree(s)
4. Specialized training, certifications, and qualifications
5. Awards, professional organizational memberships
6. Employment history – indicating all job assignment, by date, for the past 7 years
7. Specific experience relevant to this requirement – description of project and results, and the person's exact role in the project

The Offeror must present the functional labor categories by prime and subcontractor(s) and skill levels and quantity of personnel to perform each Task. The Offeror must describe its company resources to fully staff and support the requirements of this contract.

The Offeror must discuss corporate depth, corporate management organization and commitment considered necessary for performing the contract requirements.

The Offeror must discuss how it will maintain continuity of support for Key Personnel in the event that a substitution is required for any reason. The Offeror must describe its procedures for providing supplemental personnel resources when necessary.

In situations where a subcontractor is proposed to accomplish any part of this requirement, the Offeror must address the proposed line of accountability from the subcontractor through the prime contractor to the government, and the relationship (work plan) of the subcontractor to specific contract tasks.

VOLUME II: ADMINISTRATIVE AND COST/PRICE PROPOSAL

This volume must include all information required for evaluation. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the cost proposal. The cost proposal is to be separated into cost for the core requirements and cost for the optional services. (Refer to Section C, Page 3, for core requirements and Page 19 for optional services.)

A. General Instructions

The Offeror must provide the following information in an introductory summary page: (1) Name and Address; (2) Total dollar value of the proposal (including options and maximum award terms), and total dollar value for the optional services proposal; (3) Defense Contract Audit Agency (DCAA) point of contact and telephone number.

1. An Offeror must include in its proposal an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. Any future additions/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
2. By submitting a proposal, an offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.

3. As soon as practicable, after final agreement on price, but before award resulting from the proposal, an offeror must, under the conditions stated in FAR 15.406-2, submit a "Certificate of Current Cost or Pricing Data," unless the Contracting Officer determines that the conditions of FAR 15.403-1(b)(1) are met.
4. The proposal must contain a separate cost estimate for the optional services listed in accordance to the Statement of Work, Section 9.0 "OPTIONAL SERVICES." In addition, the cost estimate for the optional services is to be segregated into the categories listed in accordance to the Statement of Work, Section 9.0 "OPTIONAL SERVICES."

B. Specific Instructions

The offeror must provide the basis for each individual cost element in narrative descriptions, indicating written policies and procedures as applicable. All costs should be displayed in a summary spreadsheet format, traceable to each proposed contract year. All costs and fee allocation bases must be clearly explained in the cost proposal and easily traceable in supporting cost spreadsheets. When providing the narrative basis for individual cost elements, an offeror must include the following information:

1. Proposed direct labor hours for each proposed labor category for the base period, each option year, and all award terms.
2. Proposed direct labor rate for each proposed labor category for the base period, each option year, and all award terms.
3. Annual escalation rate (percent) for each proposed direct labor rates for each proposed labor category for each option year and all award terms. A justification must be included which explains the need for the escalation rate.
4. Other Direct Costs (i.e. proposed material, travel, equipment, etc.).
5. Indirect cost rates (percent) (i.e. overhead expense rate, fringe benefits expense rate, General & Administrative (G&A) expense rate, etc.) and which cost elements are included in them.
6. Escalation factors should be identified, supported, and justified separately by cost element.
7. A statement that proposed rates (direct and indirect) and bases has been approved by a Government audit agency within the past 12 months. If the overhead, G&A, or other applicable indirect rates have not been audited, the proposal should provide the basis for projections. If based on historical experience, indirect rate projections should be linked to Financial Statements.
8. A statement that the offeror's accounting system is an approved accounting system. Provide the date when the accounting system was certified and the DCAA official who approved it.

C. Subcontractor/Consultants

Identify all subcontractor costs with names, positions, and labor hours for each category. Include a Statement of Work and work plan for the portion of work to be conducted by the Subcontractor or Consultant. Indicate the method used in computing the labor rates. If individual labor rates are proposed, give the employee names and titles. Include a cost or price analysis of each subcontractor/consultant proposed as required in FAR 15.404-3.

D. Base Fee/Award Fee

The cost proposal must identify the proposed base fee percentage and include a justification on the bases (i.e. labor rates, overhead cost, etc) for the proposed amount. The Government considers a 2% or lower base fee to be reasonable.

The cost proposal must identify the proposed award fee percentage and include a justification on the bases for the proposed award fee. The offeror must include a narrative which clearly identifies the distribution of every award fee earned. The allocation of the award fee must be clearly identified. The award fee will be evaluated in accordance with Attachment J-3, "Award Fee/Term Plan."

E. RFP Sections

Include completed RFP Sections A (SF 33), B, G, and K in this Volume.

VOLUME III: PAST PERFORMANCE

The offeror must provide Relevant Experience and Past Performance Proposals in the format specified below. The offeror must include similar information on each subcontractor who will be providing \$500,000 or more effort on this proposed contract:

A. Performance History

An offeror must submit similar or related service information that would qualify the offeror and any proposed subcontractors to perform the work set forth in the Statement of Work. Relevant past performance history must be included for both the core and the optional services. The offeror must describe the scope, magnitude, and complexity of prior and ongoing experience, similar to the stated requirements, over the past three (3) years and provide references for each. Experience that is not relevant to the performance of the Statement of Work, Section C, is not required and will not be evaluated. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers. An offeror that is a newly formed entity without prior contracts should list contracts and subcontracts as required above for all Key Personnel.

Include the following information for each contract:

1. Customer Name and Address
2. Contract Number
3. Contract Award Date
4. Contract Type
5. Total Contract Period of Performance and Dollar Value
6. Contracting Office Points of Contact (name and telephone number)
7. Technical Office Points of Contact (name and telephone numbers)
8. Brief Description of Services

B. Past Performance Questionnaire

The offeror must provide the past performance questionnaire shown in **Attachment J-4**, Past Performance Questionnaire, to all of the offeror's references as identified in the Performance History. Each offeror's references must complete the questionnaire and submit it directly to:

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Contracts and Procurement (DMA-30)
400 7th Street, SW, Room 7118
Washington, DC 20590-0001
Attn: Blenda Perez

The offeror is responsible for exerting its "best efforts" to ensure the offeror's references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date. offerors are cautioned that failure to demonstrate "best efforts" may result in an unsatisfactory rating for this component of past performance.

C. Termination History

An offeror must discuss any experience with contract termination actions over the past three (3) years. An offeror must identify and explain any contract termination for default or convenience of the Government and the reasons why such action was taken.

L.15 EXPENSES RELATED TO OFFERORS SUBMISSIONS

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer nor to contract for services or supplies. Any costs incurred in anticipation of a contract shall be at the offeror's own risk.

[END OF SECTION L]

PART IV

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 AWARD

Award will be made based on the proposal that the agency determines presents the best value, as defined in FAR 2.101. The agency will evaluate each Technical proposal based on the technical criteria described in section M.5 of the RFP and will rank the proposals. The agency will evaluate each cost proposal according to the criteria described in section M.5.D of the RFP but will not rank or score the cost proposals.

The combined Technical factors are more important than cost; however, cost will be considered and evaluated in determining the overall best value. Cost will not be given a specific score, but it will be carefully considered in performing an integrated assessment of the proposals leading to selection of the proposal that presents the best value.

M.2 EVALUATION OF OPTIONS

A. FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total cost for all options to the total cost for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

B. Other Considerations

Offers containing any charges for failure to exercise any option will be rejected.

M.3 BASIS FOR AWARD

A. Award Selection

The Offeror with the proposal that provides the greatest overall benefit to the Government will be selected for award. One (1) contract will be awarded from this solicitation.

Proposal information may be verified by such Government agencies as the Defense Contract Audit Agency (DCAA), other Government agencies, commercial sources such as Dunn and Bradstreet, and other references as necessary. Omissions and/or inaccurate or inadequate information could have negative effects on the overall evaluation.

B. Offeror Responsibility Determination

To be eligible for award, the Contracting Officer must determine that the offeror is responsible according to the standards of FAR 9.1, "Responsible Prospective Contractors."

C. Source Selection

This competitive acquisition will be conducted in accordance with FAR 15.3, "Source Selection." A tradeoff process, as described at FAR 15.101-1 and 15.406-1 will be used in making source selection.

M.4 EVALUATION PROCESS

The Technical Evaluation Team (TET) will evaluate the technical proposals in accordance with a pre-established evaluation plan, using pre-established evaluation criteria, as detailed in section M.5. The Business Management Team (BMT) will evaluate the cost proposals in accordance with a pre-established cost evaluation plan, with pre-established evaluation criteria, as established in section M.5.

M.5 EVALUATION OF PROPOSALS

NOTE: The Offeror's proposals for the core services requirements and the optional services requirements will be independently evaluated using the same evaluation criteria (technical and cost) listed below. The core services requirements and the optional services requirements are of equal importance.

A. Technical Proposal Evaluation Criteria

For this solicitation, there are five technical evaluation criteria.

1. Technical Excellence
2. Management Approach
3. Key Personnel Staffing
4. Transition Approach
5. Past Performance

The first two criteria (Technical Excellence and Management Approach) are of equal importance. The third and fourth criteria (Staffing and Transition Approach) are of equal importance to one another, but are of lesser importance than either of the first two criteria. The fifth criterion (Past Performance) is less important than any of the other four criteria. The following paragraphs address each specific evaluation criterion for the written and oral presentation. Further ground rules for the Oral presentations will be provided to the final selected Offerors.

(1) TECHNICAL EXCELLENCE (WRITTEN AND ORAL)

This criterion will assess the Offeror's technical approach to accomplishing the support for (1) HMIS, (2) PIPES, (3) IOCS, (4) ODES, and (5) Financial Systems. The Government will evaluate the Offeror's understanding of the solicitation requirements and the quality, innovativeness and feasibility of its approach. Innovativeness is emphasized, and special consideration will be given to the originality of the proposal in solving technological challenges. The Government will pay particular attention to the Offeror's understanding of Information Security as it applies across all of these areas. A proposal must address all of the required elements.

Each Offeror's proposal will also be evaluated on its technical approach to accomplishing the work described in the Statement of Work, Section 9.0 "Optional Services" for (1) LAN, (2) WAN, (3) Network Management, (4) IT Security, (5) Disaster Recovery/Network Operations Center, (6) Help Desk, and (7) Backup and Recovery. A proposal must address

all of the required elements. Innovativeness is emphasized, and special consideration is given to the originality of the “Optional Services” proposal in solving technological challenges.

(2) MANAGEMENT APPROACH (WRITTEN AND ORAL)

Under this criterion, the offeror’s proposal will be assessed for: (1) the Offeror’s management team and approach to managing the overall contract; (2) the Offeror’s approach to staffing; (3) the Offeror’s approach to quality control; (4) the Offeror’s approach to cost control; and (5) the Offeror’s approach to the contract administration function.

(3) KEY PERSONNEL STAFFING (WRITTEN)

This criterion will assess the depth and breadth of the proposed Key Personnel in each of the respective labor categories in terms of technical expertise, capabilities, and accomplishments relevant to the IT functional area requirements as described in the solicitation requirements.

(4) TRANSITION APPROACH (WRITTEN AND ORAL)

This criterion will assess the Offeror’s approach to transitioning from the current RSPA IT Programmatic Support Services contract to the new Programmatic Data Collection, Analysis and IT Support Services contract. This criterion includes assessment of: (1) the degree to which disruption to ongoing tasks and sponsoring organization relationships is minimized; (2) effectiveness and efficiency; and (3) probability of success.

(5) PAST PERFORMANCE (WRITTEN)

This criterion will evaluate the ability of the Offeror to perform successfully based on its relevant past performance history on tasks of the type and complexity described in the solicitation requirements (Statement of Work). Contracts/tasks on which proposed Key Personnel played a significant role will be considered relevant. This criteria includes assessment of: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations.

Only relevant Past Performance history will be considered. The Government will determine relevance of past performance information based on the similarity of the nature of the previous work to the current requirement, the dollar value of the previous efforts (i.e., equal to or greater than \$500,000), and the currency of the prior work (i.e., within the past three years).

If an Offeror affirmatively states that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

B. Rating Scheme for Technical Proposal Evaluation Criteria

- Each evaluation of a proposal will include an objective rating and a narrative description for each criterion. The rating system permits the identification of significant strengths, weaknesses and/or deficiencies associated with each proposal.
- The Federal Acquisition Regulation, Part 15.001, definitions of a weakness and a significant weakness will be used in the evaluation of proposals and are defined as follows: “weakness” means a flaw in the proposal that increases the risk of unsuccessful contract performance; a “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- The following adjective rating scheme will be used for each of the evaluation criteria. The definition of the ratings are listed below:

Rating	Definition
Exceptional	The proposal demonstrates that the requirements of the RFP are very well understood and the approach will likely result in a very high quality performance. The proposal clearly addresses and exceeds requirements with no significant weaknesses or deficiencies noted. The proposal contains outstanding features that meet or exceed on multiple dimensions the expectations of the Government. The risk of poor performance to the Government is low.
Good	The proposal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality performance. The proposal addresses and in some instances exceeds requirements with weaknesses or deficiencies noted that could be easily corrected. The proposal contains some features that meet or exceed the expectations of the Government. The risk of poor performance to the Government is low.
Acceptable	The proposal demonstrates that the requirements of the RFP are understood and the approach will likely result in satisfactory performance. The proposal addresses and meets most requirements with some minor but correctable weaknesses and/or deficiencies noted. The proposal demonstrates at least minimum requisite experience, qualifications, and performance capabilities. The risk of poor performance to the Government is no more than moderate.
Marginal	The proposal demonstrates that only a portion of the requirements of the RFP are understood and the approach will likely result in unsatisfactory performance. Major weaknesses and/or deficiencies are noted but with a significant level of effort are correctable. There is little expectation that acceptable performance would be achieved. The risk of poor performance to the Government is moderate to high.
Unacceptable	The proposal does not meet the requirements of the RFP. Although it addresses and may partially satisfy some requirements, major weaknesses and/or deficiencies are noted. The proposal could not satisfy critical requirements without a major revision and/or a rewrite of the proposal or a major redirection effort. The risk of poor performance to the Government is high.

Risk Definitions

The following definitions will be used to assess risk:

- High (H) – likely to cause significant serious disruption of schedule, increase in cost/price, or degradation of performance even with special contract emphasis and close Government monitoring.
- Moderate (M) – can potentially cause some minor disruption of schedule, increase in cost/price, or degradation of performance. However, special Contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
- Low (L) – has little potential to cause disruption of schedule, increase in cost/price, or degradation of performance. Normal Contractor effort and normal Government monitoring will probably be able to overcome difficulties.

C. Technical Evaluation Worksheets

Each Technical Evaluation Team (TET) member will use a standard worksheet designed for the technical

evaluation criteria. Each individual rating worksheet will be integrated into a Team evaluation sheet to assess and rank the proposals. Team members will include detailed narratives in the worksheets to specifically identify the strengths, weaknesses, and deficiencies of each proposal and to support the rating given. These rating techniques will be applied consistently by the TET to enable a fair decision.

A complete set of worksheets is included as Appendix A, at the end of this section.

Technical Evaluation Team Consensus and Report

At the end of the oral presentations, the TET members will independently integrate the assessment of the oral presentation with the assessment of the written. The TET will then meet under the leadership of the Chair to arrive at consensus ratings for each Offeror's proposal and a final ranking.

The final technical evaluation will be presented to the Source Selection Official by the TET Chair. Members of the TET will be available to answer any questions.

D. Cost Proposal Evaluation Criteria

The Government will evaluate, but not rank or score, each cost proposal. The Government will evaluate each cost proposal according to three criteria:

1. Cost Reasonableness
2. Award Fee Plan
3. Other Considerations

These three criteria are of equal importance.

(1) COST REASONABLENESS

The total evaluated cost for the core requirements will be determined by adding the total for the base year plus the total cost for the four (4) option years. The evaluation of the cost for the optional services will be separate, but will be calculated in the same manner as the core requirement, and will not obligate the Government to exercise the optional services. The Government may use various cost analysis techniques and procedures to ensure a fair and reasonable cost. The cost evaluation will include a realism assessment against the proposed technical approach.

(2) AWARD FEE PLAN

The Government will evaluate the award fee plan.

(3) OTHER CONSIDERATIONS

The Government realizes that there are other considerations to consider when an Offeror submits a cost proposal. Economies of scale, economies of scope, and other criteria might account for differences in cost proposals.

[END OF SECTION M]

Appendix A: Evaluation Worksheets

Technical Excellence Evaluation Worksheet

(Optional Services) Technical Excellence Evaluation Worksheet

Management Approach Evaluation Worksheet

Key Personnel Staffing Evaluation Worksheet

Transition Approach Evaluation Worksheet

Past Performance Evaluation Worksheet

Technical Evaluation Team Consensus and Report

HMIS Deficiencies:

Rating: PIPES

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

PIPES Strengths:

PIPES Weaknesses:

PIPES Deficiencies:

Rating: IOCS

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

IOCS Strengths:

IOCS Weaknesses:

IOCS Deficiencies:

Rating: ODES

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

ODES Strengths:

ODES Weaknesses:

ODES Deficiencies:

Rating: Financial Systems

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Financial Systems Strengths:

Financial Systems Weaknesses:

Financial Systems Deficiencies:

EVALUATOR:

NAME:

DATE:

(OPTIONAL SERVICES) TECHNICAL EXCELLENCE EVALUATION WORKSHEET		NUMBER _____
OFFEROR:		
OFFEROR'S PROPOSAL	RFP: DTPH56-05-R-0001	
PART I – WRITTEN MATERIAL Volume I: IT Capability Proposal (Written Submission) PART II – ORAL PRESENTATION	CRITERION: TECHNICAL EXCELLENCE Offeror's understanding of technical work in solicitation requirements, and the quality and feasibility of its technical approach to accomplishing the work described, including approach to staffing. . The Government will evaluate the Offeror's understanding of the solicitation requirements and the quality, innovativeness and feasibility of its approach. AREA: In particular the technical approach to the following requirements will need to be evaluated: (1) LAN; (2) WAN, (3) Network Management, (4) IT Security, (5) Disaster Recovery/Network Operations,(6) Help Desk, and (7) Backup and Recovery.	
Overall Technical Excellence Rating: (Refer to adjectival rating definitions) EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []		
EVALUATION: (Using the assessment criteria state the evaluation in terms of strengths, weaknesses and deficiencies.)		
TECHNICAL EXCELLENCE STRENGTHS:		
TECHNICAL EXCELLENCE WEAKNESSES:		
TECHNICAL EXCELLENCE DEFICIENCIES:		
AREA Rating: LAN EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []		
LAN Strengths:		
LAN Weaknesses:		
LAN Deficiencies:		

AREA Rating: WAN

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

WAN Strengths:

WAN Weaknesses:

WAN Deficiencies:

AREA Rating: Network Management

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Network Management Strengths:

Network Management Weaknesses:

Network Management Deficiencies:

AREA Rating: IT Security

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

IT Security Strengths:

IT Security Weaknesses:

IT Security Deficiencies:

AREA Rating: Disaster Recovery/Network Operations

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Disaster Recovery/Network Operations Strengths:

Disaster Recovery/Network Operations Weaknesses:

Disaster Recovery/Network Operations Deficiencies:

AREA Rating: Help Desk

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Help Desk Strengths:

Help Desk Weaknesses:

Help Desk Deficiencies:

AREA Rating: Backup and Recovery

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Backup and Recovery Strengths:

Backup and Recovery Strengths:

Backup and Recovery Strengths:

EVALUATOR:

NAME:

DATE:

MANAGEMENT APPROACH EVALUATION WORKSHEET ___ Core Requirements NUMBER___ ___ Optional Services	
OFFEROR:	
OFFEROR'S PROPOSAL	RFP: DTPH56-05-R-0001
PART I – WRITTEN MATERIAL Volume I: IT Capability Proposal (Written Submission) PART II – ORAL PRESENTATION	CRITERION: MANAGEMENT APPROACH Management approach to the following requirement will need to be evaluated: (1) the Offeror's management team and approach to managing the overall contract, (2) the Offeror's approach to staffing, (3) the Offeror's approach to quality control, (4) the Offeror's approach to cost control, and (5) the Offeror's approach to the contract administration function.
Overall Management Approach Rating: (Refer to adjectival rating definitions) EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []	
EVALUATION: (Using the assessment criteria state the evaluation in terms of strengths, weaknesses and deficiencies.)	
MANAGEMENT APPROACH STRENGTHS:	
MANAGEMENT APPROACH WEAKNESSES:	
MANAGEMENT APPROACH DEFICIENCIES:	
Rating: Management Team and Approach to Managing the Overall Contract EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []	
Management Team and Approach to Managing the Overall Contract Strengths:	
Management Team and Approach to Managing the Overall Contract Weaknesses:	
Management Team and Approach to Managing the Overall Contract Deficiencies:	

Rating: Approach to Staffing

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Approach to Staffing Strengths:

Approach to Staffing Weaknesses:

Approach to Staffing Deficiencies:

Rating: Approach to Quality Control

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Approach to Quality Control Strengths:

Approach to Quality Control Weaknesses:

Approach to Quality Control Deficiencies:

Rating: Approach to Cost

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Approach to Cost Control Strengths:

Approach to Cost Control Weaknesses:

Approach to Cost Control Deficiencies:

Rating: Approach to the Contract Administration Function

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Approach to the Contract Administration Function Strengths:

Approach to the Contract Administration Function Weaknesses:

Approach to the Contract Administration Function Deficiencies:

EVALUATOR:

NAME:

DATE:

KEY PERSONNEL STAFFING APPROACH EVALUATION WORKSHEET		___ Core Requirements ___ Optional Services	NUMBER ___
OFFEROR:			
OFFEROR'S PROPOSAL	RFP: DTPH56-05-R-0001		
PART I – WRITTEN MATERIAL Volume I: IT Capability Proposal (Written Submission) PART II – ORAL PRESENTATION	CRITERION: KEY PERSONNEL STAFFING The purpose of this criterion is to assess the depth and breadth of the proposed Key Personnel in each of the respective labor categories in terms of technical expertise, capabilities, and accomplishments relevant to the IT functional area requirements.		
Overall Management Approach Rating: (Refer to adjectival rating definitions) EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []			
EVALUATION: (Using the assessment criteria state the evaluation in terms of strengths, weaknesses and deficiencies.) KEY PERSONNEL STAFFING STRENGTHS:			
KEY PERSONNEL STAFFING WEAKNESSES:			
KEY PERSONNEL STAFFING DEFICIENCIES:			
EVALUATOR: NAME: DATE:			

TRANSITION APPROACH EVALUATION WORKSHEET ___ Core Requirements NUMBER___ ___ Optional Services	
OFFEROR::	
OFFEROR'S PROPOSAL	RFP: DTPH56-05-R-0001
PART I – WRITTEN MATERIAL Volume I: IT Capability Proposal (Written Submission) PART II – ORAL PRESENTATION	CRITERION: TRANSITION APPROACH The purpose of this criterion is to assess the Offeror's approach to transitioning from the current contract to the new contract. The transition approach to the following requirements will need to be evaluated: (1) the degree to which disruption to ongoing tasks and sponsoring organization relationships is minimized, (2) effectiveness and efficiency, and (3) probability of success.
Overall Transition Rating: (Refer to adjectival rating definitions) EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []	
EVALUATION: (Using the assessment criteria state the evaluation in terms of strengths, weaknesses and deficiencies.)	
TRANSITION APPROACH STRENGTHS:	
TRANSITION APPROACH WEAKNESSES:	
TRANSITION APPROACH DEFICIENCIES:	
Rating: Disruption Minimized EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []	
Disruption Minimized Strengths:	
Disruption Minimized Weaknesses:	
Disruption Minimized Deficiencies:	

Rating: Effectiveness and Efficiency

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Effectiveness and Efficiency Strengths:

Effectiveness and Efficiency Weaknesses:

Effectiveness and Efficiency Deficiencies:

Requirement: Probability of Success

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

Probability of Success Strengths:

Probability of Success Weaknesses:

Probability of Success Deficiencies:

EVALUATOR:

NAME:

DATE:

Past Performance Evaluation Worksheet							RFP: DTPH56-05-R-0001
Past Performance Evaluation: Core Requirements Optional Services							
Date:							
						Evaluation: Strengths, Weaknesses and Deficiencies	
Offeror Co. Name:	Rep. 1	Rep. 2	Rep. 3	Rep. 4	Rep. 5		
Requirement: :							
Quality of Product/Service							
Cost Control							
Timeliness of Performance							
Business Relation							
Overall Satisfaction							
EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []							
Offeror Co. Name:	Rep. 1	Rep. 2	Rep. 3	Rep. 4	Rep. 5		
Requirement:							
Quality of Product Service							
Cost Control							
Timeliness of Performance							
Business Relation							
Overall Satisfaction							
EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []							
Offeror Co. Name:	Rep. 1	Rep. 2	Rep. 3	Rep. 4	Rep. 5		
Requirement: :							
Quality of Product/Service							
Cost Control							
Timeliness of Performance							
Business Relation							
Overall Satisfaction							
EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []							

PHMSA Technical Evaluation Team Consensus and Report

___ Core Services ___ Optional Services

RFP: DTPH56-05-R-0001

Offeror Company Name:

Date:

Evaluation: OVERALL

Overall Rating of Technical Excellence, Management Approach, Key Personnel Staffing, Transition Approach, and Past Performance:

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

OVERALL STRENGTHS:

OVERALL WEAKNESSES:

OVERALL DEFICIENCIES:

Evaluation Criteria: TECHNICAL EXCELLENCE

Overall Rating of Technical Excellence:

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

TECHNICAL EXCELLENCE STRENGTHS:

TECHNICAL EXCELLENCE WEAKNESSES:

TECHNICAL EXCELLENCE DEFICIENCIES:

Evaluation Criteria: MANAGEMENT APPROACH

Overall Rating of Management Approach
--

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

MANAGEMENT APPROACH STRENGTHS:

MANAGEMENT APPROACH WEAKNESSES:
--

MANAGEMENT APPROACH DEFICIENCIES:
--

Evaluation Criteria: KEY PERSONNEL STAFFING
--

Overall Rating of Key Personnel Staffing

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

KEY PERSONNEL STAFFING STRENGTHS:
--

KEY PERSONNEL STAFFING WEAKNESSES:

KEY PERSONNEL STAFFING DEFICIENCIES:

Evaluation Criteria: TRANSITION APPROACH

Overall Rating of Transition Approach
--

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

TRANSITION APPROACH STRENGTHS:

TRANSITION APPROACH WEAKNESSES:
--

TRANSITION APPROACH DEFICIENCIES:
--

Evaluation Criteria: PAST PERFORMANCE
--

Overall Rating of Past Performance

EXCEPTIONAL [] GOOD [] ACCEPTABLE [] MARGINAL [] UNACCEPTABLE []

PAST PERFORMANCE STRENGTHS:

PAST PERFORMANCE WEAKNESSES:

PAST PERFORMANCE DEFICIENCIES:

EVALUATOR:

NAME:

DATE:
